



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, November 1, 2011 at 7:00PM

 Indicates documents are attached to this agenda.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations

4.a Honoring Veteran's Day



4.b Police Commander Ray Atesiano: Florida East Coast Railway's authorization to enforce no trespassing ordinance on FEC railroad property within Village boundaries.

4.c Chief Mitchell Glansberg: Introduction of newly hired police officers: Charlie Dayoub, Nick Wollschlager, Abner Rodriguez

5 Additions, Deletions or Withdrawals to Agenda

6 Public Comments Related to Agenda Items / Good & Welfare

7 Village Manager Report

7.a Upcoming legislative session in Tallahassee.

7.b 121st Street Median closure update.

8 Consent Agenda



8.a Approval of Minutes

- > September 13, 2011 1st Public Hearing FY 2011-12 Budget
- > September 13, 2011 Regular Commission Meeting
- > September 20, 2011 2nd Public Hearing FY 2011-12 Budget
- > October 4, 2011 Regular Commission Meeting



8.b Resolution 2011-49

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT** AVAILABLE THROUGH MIAMI-DADE COUNTY OFFICE OF GRANTS COORDINATION; TO RECEIVE, AND EXPEND \$2,535 IN FEDERAL FUNDS FOR A RECORDS IMPROVEMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

9 Public Hearings

< None >

10 Ordinances - FIRST READING



10.a Ordinance 2011-06

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2010-12 ADOPTED ON SEPTEMBER 21, 2010 FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET **FOR FISCAL YEAR 2010-2011, BY AMENDING VARIOUS PARTS OF THE BUDGET** CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

(Second reading of this ordinance will be scheduled for Tuesday, November 22, 2011, at a special commission meeting.)

Ordinances - SECOND READING

10.b Ordinance 2011-02

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "DEFINITIONS" BY **ADDING DEFINITIONS FOR FENCES AND CORNER SIDE YARDS** AND AMENDING THE DEFINITION OF HEDGE; AMENDING CHAPTER 11 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "ACCESSORY STRUCTURES ", BY AMENDING SECTION 11.6 AND REMOVING HEIGHT RESTRICTIONS FOR HEDGES; ADDRESSING CORNER SIDE FENCES AND WALLS, HEIGHT, AND RELATED CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE *(Ordinance approved at first reading on July 12, 2011. At the August 2, 2011 meeting, motion made to defer the second reading to date certain November 1, 2011 and instructing Village Attorney to work with Code Review Board to improve the language. Village Attorney met with the Board on August 9, 2011. Board reviewed updated version of the Ordinance on September 7, 2011 and September 21, 2011. At the September 21, 2011 meeting of the Code Review Board, motion made to accept the updated version. The vote was*

10.c Ordinance 2011-3

AN ORDINANCE OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AMENDING CHAPTER 6.5 OF THE VILLAGE'S CODE OF ORDINANCES ADDRESSING FLOOD PREVENTION AND PROTECTION** IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; UPDATING AND AMENDING DEFINITIONS; ELIMINATING REFERENCES TO MANUFACTURED HOMES; AMENDING THE DEFINITION OF SUBSTANTIAL IMPROVEMENT; AND REQUIRING CERTAIN TECHNICAL DATA TO BE FILED; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE. *(Ordinance approved at first reading on September 13, 2011.)*

11 Resolutions

11.a Resolution 2011-48

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA RELATING TO CONTRACTS; **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR PROFESSIONAL SUPPORT SERVICES TO PAUCAR, ZAMORA & HERNANDEZ, PLLC**; PROVIDING FOR AN EFFECTIVE DATE.

 11.b **Resolution 2011-50**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AUTHORIZING THE VILLAGE TO PARTICIPATE IN THE URBAN COUNTY QUALIFICATION FOR PARTICIPATION BY MIAMI-DADE COUNTY**, UNDER A COOPERATIVE AGREEMENT FOR ACCESS TO COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) FOR FISCAL YEAR 2012-2014; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Roxanna Ross)*

 11.c **Resolution 2011-51**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **SCHEDULING A SPECIAL COMMISSION MEETING ON FRIDAY, DECEMBER 9, 2011, FOR THE PURPOSE OF CERTIFYING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION; ADMINISTERING THE OATH OF OFFICE TO THE NEWLY ELECTED COMMISSIONERS; PROVIDING A WORKSHOP AND ORIENTATION TO ALL ELECTED OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Mayor Roxanna Ross)*

12 Old Business

 12.a Commissioner Bernard: A discussion of the investigation into allegations regarding the Village Manager. *(Moved from the September 20, 2011 meeting.)*



Manager Garcia's rebuttal to the allegations are included with this agenda item.

13 New Business

 13.a Commissioner Cooper: "Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission". *(Moved from the October 4, 2011 meeting.)*

 13.b Commissioner Cooper: Police style badges given to Commissioners *(Moved from the October 4, 2011 meeting.)*

 13.c Selection of board members:
> Commissioner Cooper: Recreation Advisory Board
(Moved from the October 4, 2011 meeting. Notification of vacancy provided on 08/18/11 and selection by Commissioner Cooper is due 11/6/11.)

14 Final Public Comment

15 Reports

14.a Committee Reports

- i > Parks & Parkway Advisory Board
- ii > Code Review Board
- iii > Recreation Advisory Board
- iv > Ecology Board

14.b Village Attorney

14.c Commissioner Comments

- > Vice Mayor Steve Bernard
- > Commissioner Bob Anderson
- > Commissioner Al Childress
- > Commissioner Bryan Cooper
- > Mayor Roxanna Ross

16 Announcements

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Wednesday, November 2nd - Code Review Board at 7:00pm

Monday, November 7th - Planning & Zoning at 6:30pm

Wednesday, November 9th - Recreation Advisory Board at 6:30pm

Friday, November 11th - All Village Departments are closed in observance of Veteran's Day.

Tuesday, November 15th - Code Enforcement at 7:00pm

Wednesday, November 16th - Parks & Parkway at 6:00pm

Wednesday, November 16th - Code Review Board at 7:00pm

Thursday, November 17th - Ecology Board at 6:30pm

Saturday, November 19th - Village Market from 8:00am - 2:00pm

Saturday, November 19th - Building Department and Code Enforcement Informational Open House from 10:00am - Noon

Monday, November 21st - Planning & Zoning at 6:30pm

Tuesday, November 22nd - Special Commission Meeting at 6:30pm

Thursday, November 24th - All Village Departments will be closed in observance of Thanksgiving Day. Friday, November 25th, Village Hall will be closed, but Public Works will be servicing our residents.

Monday, December 5th - Planning & Zoning at 6:30pm

Tuesday, December 6th - Biscayne Park Election Day. Polls will be open from 7:00am to 7:00pm.

Our next regular Commission meeting is Tuesday, December 13, 2011 at 7:00pm.

Please visit our website regularly at biscayneparkfl.gov and click on the Calendar of Meetings & Events to view the full schedule.

17 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accomodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



BISCAYNE PARK POLICE DEPARTMENT

**640 N.E. 114th Street
Biscayne Park, Florida 33161
(305) 899-8000**

Date: October 20, 2011
To: Ana M. Garcia, Village Manager
From:  **Chief Mitchell Glansberg** (Presenter is Commander Ray Atesiano)
Re: Agenda Item- Presentations, November, 2011
Cc: Maria Camara, Village Clerk, Roxanne Ross, Mayor
Robert Anderson, Vice Mayor, Commissioners

It is with great pleasure today that I announce another crime fighting tool and partnership.

Our Neighboring agencies have taken notice of what the Village of Biscayne Park Police Department has accomplished these last few years.

Through working with, and networking with Florida East Coast Railway local law enforcement authorities the Village of Biscayne Park Police Department has been granted authorization, through a memorandum of understanding to enforce the trespassing and criminal laws of the State of Florida on the right-of-way and properties owned by the Florida East Coast Railway.

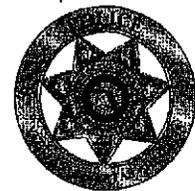
This resolves past jurisdictional trespassing issues involving offender(s) crossing over the FEC railroad tracks into the Village to commit crimes. We now have the authority to detain and arrest trespassers and have the assistance of FEC Police to support with prosecution of these offenses that are directly related to residential burglaries around our east corridor of the Village.



FLORIDA EAST COAST RAILWAY

Police & Special Services Department

Patrick R. Harvey
Director of Police

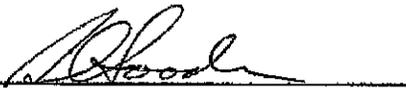


Biscayne Park Police Department
Attn: Commander Ray Atesiano
640 NE 114 Street
Biscayne Park, FL 33161

This affidavit is to inform you that all Police Departments, Sheriff's Offices, and State of Florida Agencies are authorized and requested to enforce the trespassing and criminal laws of the State of Florida on the right-of-way and properties owned by Florida East Coast Railway, L.L.C. and to communicate with and/or arrest any unauthorized person committing violations of those laws. This authorization will remain in effect indefinitely.

The Director of Florida East Coast Railway Police or his agents will assist with the prosecution of those arrested for trespassing or other violations of the criminal laws of the State of Florida.

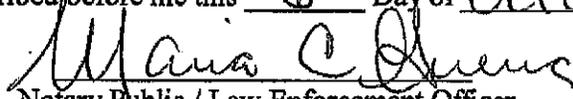
Florida East Coast Railway, L.L.C.

By: 
Sergeant B. D. Goode,
FEC Railway Police, Miami District

State of Florida

Before me signed, and personally appeared Bruce Goode, Director or Special Agent of the Florida East Coast Railway, L.L.C., who is personally known to me and who executed foregoing affidavit for the purposes contained therein.

Sworn to and subscribed before me this 6 Day of October 2011.


Notary Public / Law Enforcement Officer

My commission expires: Feb. 19, 2015



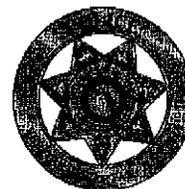
MARIA C. GUERRA
Notary Public, State of Florida
My Comm. Expires Feb. 19, 2015
Comm. No. EE 65969



FLORIDA EAST COAST RAILWAY

Police & Special Services Department

Patrick R. Harvey
Director of Police



To Whom It May Concern:

Florida East Coast Railway has posted "No Trespassing" signs at various locations on both sides of its right-of-way, at the corners of each public grade crossing and at other owned properties. The violation of trespassing and other laws on the Railway's right-of-way is a safety concern for both violators as well as our train crews. Trespassing can result in individuals being seriously injured or killed when struck by moving trains or other railway equipment. Other violations occurring on the Railway's right-of-way is often associated with crimes committed within the community. Our goal is to reduce the amount of these violations on our right-of-way and within the community.

In that regard, enclosed is an affidavit authorizing your department to enforce the trespassing and criminal laws of the State of Florida on the Railway's right-of-way and any owned properties and to warn or direct unauthorized persons to leave the Railway property located within your enforcement limits.

The Railway also acknowledges that it will assist with the prosecution of person(s) arrested by your department for violations of these laws. We request that when an arrest is made by your department that a copy of the arrest affidavit be sent to:

**Florida East Coast Railway, L.L.C.
Police & Special Service Department
7150 Phillips Highway
Jacksonville, FL 32256**

On behalf of the management and the employees of the Florida East Coast Railway, L.L.C., we wish to thank all of your departmental staff in assisting us to reduce the amount of trespassing incidents and criminal violations. If we can ever be of assistance to you, please feel free to call upon us. The 24-hour emergency train dispatcher may be reached at (904) 538-8800 or (904) 538-8802.

Yours truly,

Patrick R. Harvey

Director Patrick R. Harvey



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Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MINUTES

**1st Public Hearing Fiscal Year 2011-12 Budget
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, September 13, 2011 at 6:30PM**

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 6:43PM. In addition to Mayor Ross, present were:

Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper.

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Village Attorney John Hearn
Finance Director Charles Smith
Police Chief Mitchell Glansberg
Finance Clerk Wendy Hernandez
Parks & Recreation Director Issa Thornell
Public Works Director Bernard Pratt
Building Clerk Jeanie Bridges
Code Enforcement Officer Hillary Skumanich
Public Works Administrative Assistant Cesar Hernandez

3 Pledge of Allegiance and Moment of Silence

4 Presentation of the Fiscal Year 2011-12 Proposed Budget

Manager Garcia provided an opening statement and presentation of the highlights of the budget and accomplishments for the year.

5 Public Hearing - Ordinances for First Reading

5.a Ordinance No. 2011-04

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ESTABLISHING THE 2011-2012 MILLAGE RATE AT 8.90 MILS FOR EACH \$1,000 OF ASSESSED VALUATION UPON REAL AND PERSONAL PROPERTY WITHIN THE VILLAGE LIMITS OF THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE**

Mayor Ross opened the meeting for public comment and there were none.

Commissioner Bernard makes a motion to set the millage at 8.99 to make sure that we don't lose out on dollars that we will discuss further tonight. There was no second on that motion.

Vice Mayor Anderson makes a motion to set the millage at 8.90. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Childress and Commissioner Cooper.

Opposed: Commissioner Bernard

Motion carries 4/1

5.b Ordinance No. 2011-05

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ADOPTING A BUDGET FOR FISCAL YEAR 2011-2012 FOR THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

Mayor Ross opened the meeting for public comment and there were none.

Vice Mayor Anderson makes a motion to approve. It was seconded by Commissioner Childress.

Mayor Ross asks for a subsidiary motion that the vote be taken on this ordinance by 7:25PM. The motion is made by Commissioner Childress and it was seconded by Vice Mayor Anderson.

Mayor Ross asks for a vote on this motion without any further discussion.

Commissioner Cooper makes a motion to appeal the decision of the Mayor to not allow discussion. It was seconded by Commissioner Bernard.

The motion to appeal was called to a vote:

All in favor: Commissioner Cooper and Commissioner Bernard

Opposed: Mayor Ross, Vice Mayor Anderson and Commissioner Childress.

Motion fails 2/3

The subsidiary motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson and Commissioner Childress.

Opposed: Commissioner Cooper and Commissioner Bernard

Motion carries 3/2

The original motion to approve Ordinance 2011-05 was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson and Commissioner Childress.

Opposed: Commissioner Cooper and Commissioner Bernard

Motion carries 3/2

Mayor Ross opened the meeting for final public comment:

Fred Jonas - Time Commission has had for review of the budget

Vice Mayor Anderson makes a motion to adjourn the 1st Public Hearing.

The meeting was adjourned at 7:30PM

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



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MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, September 13, 2011 at 7:30PM

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:42PM. In addition to Mayor Ross, present were:

Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Village Attorney John Hearn
Finance Director Charles Smith
Police Chief Mitchell Glansberg
Finance Clerk Wendy Hernandez
Parks & Recreation Director Issa Thornell
Public Works Director Bernard Pratt
Public Works Administrative Assistant Cesar Hernandez

3 Pledge of Allegiance and Moment of Silence

4 Presentations

4.a Proclamation and moment of silence in remembrance of September 11th, 2011, followed by a presentation from Parks & Recreation Director Issa Thornell and Manager Garcia.

4.b Mayor Juan Carlos Bermudez, President of the Miami Dade County League of Cities provided a presentation.

5 Additions, Deletions or Withdrawals to the Agenda

Manager Garcia requests that item 7e is added under Village Manager report to provide an update on North Miami Water Utility capital improvement fee.

Commissioner Bernard requests that Manager Garcia provide an update on the FPL Hardening project as item 7f under the Village Manager report.

Commissioner Cooper gives Commissioner Bernard the option to move item 13.c under New Business as the first item hear in that section. Commissioner Bernard accepts that option and it is moved to item 13.a.

6 Public Comments Related to Agenda Items / Good Welfare

John Pandesco - Permitting fees for home alarm systems

Lauren Caban - North Miami Water Utility capital improvement fee; condition of water pipes.

Noah Jacobs - FPL hardening project and placement of concrete utility pole.

Larry Lebowitz - North Miami Water Utility capital improvement fee.

Dr. Jeanne Bergeron - Hazardous tree on the swale of her property.

John Mayhew - Proposed Charter School at the Church of the Resurrection

Gaspar Gonzalez - Abandoned homes and overgrown lots; outdated code enforcement procedures.

Carmen DiBernardi - North Miami Water Utility capital improvement fee.

Rosalyn Coetzee - North Miami Water Utility capital improvement fee.

Barbara Watts - North Miami Water Utility capital improvement fee.

Joshua Cajas - Biscayne Park Summer Camp

Mayor Ross will move item 10a to be heard after the Village Manager report.

Mayor Ross asks for a five minute recess at 8:58PM.

Meeting resumes at 9:04PM.

7 Village Manager Report

7.a Manager Garcia provided a recap of the Kimley Horne circulator study and accepts their recommendation that the Village not initiate its own circulator service.

7.b Manager Garcia provided an update of the Kimley Horne median extension project on 121st street and that the next step would be to do a temporary closure. The residents along that area would be notified of that closing.

7.c Manager Garcia discussed what our Code of Ordinances states in regards to the maintenance of the swales. Attorney Hearn explained it more in detail and specifically how it relates to the tree located on the swale of the Bergeron property at 625 NE 114th Street.

Commissioner Childress makes a motion that since this property has a unique situation with the large swale, that a recommendation is given to the Code Enforcement Board for their consideration to work with the resident and reach an agreement.

Attorney Hearn recommends that the process and decision remain with the Code Enforcement Board and if the resident does not agree they can appeal to the Circuit Court.

There was no consensus from the Commission for Commissioner Childress' motion.

7.d Manager Garcia introduced David Cardenas, Chief of the Miami-Dade County Public Works Department / Right-of-Way Aesthetic & Assets Management Division. Mr. Cardenas provided a report on the condition of the Australian Pines along Griffing Blvd. from 120th street to 115th street. Their disposition report identifies that 15 trees need to be removed and recommends immediate removal as funding is available in their current budget. Mr. Cardenas further stated that he will work with the Village on the type of trees to replace those that are removed.

Manager Garcia would provide notification to all of the residents along Griffing Blvd prior to the end of the week.

Direction also given to have both the Parks & Parkway Advisory Board and the Ecology Board add to their agenda a discussion and recommendation for the replacement trees at their next meeting.

7.e Manager Garcia provided an update on North Miami's response on the capital improvement water fee and their proposal to use what has been paid to date to retire a sewer debt which will then be replenished in the next four fiscal years.

After discussion, a motion made by Commissioner Bernard to direct the Village Attorney to use all possible means to protect the Village and to create an inter-local agreement with North Miami. Commissioner Cooper seconds the motion.

After additional discussion, the motion was called to a vote.
All in favor: Commissioner Bernard and Commissioner Cooper
Opposed: Mayor Ross, Vice Mayor Anderson and Commissioner Childress
Motion fails 2/3

Vice Mayor Anderson requests consensus that staff is directed to contact Miami Dade County to see if they would be responsive to providing water service to Biscayne Park and for the cost of the improvement be added to the water bill. There was consensus from the Commission.

Staff was further directed to stay in communication with North Miami and obtain additional information.

- 7.f Manager Garcia would obtain a status on the FPL Hardening project and provide at the next meeting.

Vice Mayor Anderson makes a motion to adjourn the meeting at 11:00pm. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson and Commissioner Childress

Opposed: Commissioner Bernard and Commissioner Cooper

Motion carries 3/2

10 Ordinances - FIRST READING

10.a Ordinance 2011-3

AN ORDINANCE OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AMENDING CHAPTER 6.5 OF THE VILLAGE'S CODE OF ORDINANCES ADDRESSING FLOOD PREVENTION AND PROTECTION IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; UPDATING AND AMENDING DEFINITIONS; ELIMINATING REFERENCES TO MANUFACTURED HOMES; AMENDING THE DEFINITION OF SUBSTANTIAL IMPROVEMENT; AND REQUIRING CERTAIN TECHNICAL DATA TO BE FILED; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE.**

Attorney Hearn read the title of the ordinance.

Alex David from Bell David Planning Group provided the background.

Mayor Ross opened the meeting for public comment and there were none.

After discussion and consensus on changes to the ordinance, Commissioner Childress makes a motion to approve at first reading. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Bernard, Commissioner Childress, Commissioner Cooper.

Opposed: None

Motion carries 5/0

All items not heard at today's regular commission meeting will be moved to Tuesday, September 20, 2011, to be heard after the 2nd Public Hearing of the 2011-12 Budget.

The Clerk read the announcements:

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Wednesday, September 14th - Recreation Advisory Board at 6:30pm

Thursday, September 15th - Campaign Skills Seminar sponsored by the Miami Dade Commission on Ethics and Public Trust from 6:30pm to 8:30pm

Friday, September 15th - Food & Tunes Night sponsored by the Biscayne Park Foundation starting at 6:00pm

Monday, September 19th - Planning & Zoning at 6:30pm

Tuesday, September 20th - 2nd Public Hearing FY 2011-12 Budget at 6:30pm

Wednesday, September 21st - Parks & Parkway Advisory Board at 6:00pm

Wednesday, September 21st - Code Review Board at 7:00pm

Thursday, September 22nd - Ecology Board at 6:30pm

Tuesday, September 27th - Code Enforcement Board at 7:00pm

The meeting was adjourned at 11:05PM.

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



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Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MINUTES

2nd Public Hearing Fiscal Year 2011-12 Budget
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, September 20, 2011 at 6:30PM

1 **Call to Order**

2 **Roll Call**

Mayor Roxanna Ross called the meeting to order at 6:37PM. In addition to Mayor Ross, present were:

Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper.

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Village Attorney Eve Boutsis
Finance Director Charles Smith
Police Chief Mitchell Glansberg
Finance Clerk Wendy Hernandez
Parks & Recreation Director Issa Thornell
Public Works Director Bernard Pratt
Public Works Administrative Assistant Cesar Hernandez

3 **Pledge of Allegiance and Moment of Silence**

4 **Presentations**

4.a Aletha Player from FP&L provided an update on the FPL Hardening Project which includes the removal of 95 poles and adding 101 new poles. The project is projected to be completed by end of November.

Mayor Ross asked that FP&L to work with resident Noah Jacobs and to notify the Manager of her findings and any resolution.

- 4.b Nestor Caballero, Alberni, Caballero & Castellanos, LLP, provided an update on the 2009-10 audit.

5 Additions, Deletions or Withdrawals to Agenda

Manager Garcia pulls item 9b - Resolution 2011-40 and will bring back at a subsequent meeting.

Mayor Ross will move Public Comments Related to Agenda Items to after the 2nd reading of Ordinances 2011-04 and 2011-05.

7 Ordinances - SECOND HEARING

7.a Ordinance No. 2011-04

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ESTABLISHING THE 2011-2012 MILLAGE RATE AT 8.90 MILS** FOR EACH \$1,000 OF ASSESSED VALUATION UPON REAL AND PERSONAL PROPERTY WITHIN THE VILLAGE LIMITS OF THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE

Attorney Boutsis read the title of the ordinance

Mayor Ross opened the meeting for public comment and there were none.

Commissioner Childress makes a motion to approve. It was seconded by Vice Mayor Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Childress and Commissioner Cooper.

Opposed: Commissioner Bernard

Motion carries 4/1

7.b Ordinance No. 2011-05

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ADOPTING A BUDGET FOR FISCAL YEAR 2011-2012** FOR THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Boutsis read the title of the ordinance

Mayor Ross opened the meeting for public comment:

Fred Jonas
Chuck Ross
Barbara Kuhl
Karen Cohen

As each Commissioner and the Mayor spoke, the following requests were made.

1. Commissioner Bernard makes a motion that \$12,000 be added to the budget for the maintenance of abandoned property.
2. Commissioner Bernard requests that all additional documents presented at tonight's 2nd Public Hearing be made a part of the final budget.
3. Commissioner Cooper asks for each department listed on the Administrative Fee for Sanitation comment on it for the public.
4. Mayor Ross requests that \$250 be added to the Village Commission budget to allow attendance for each Commissioner to the Best Practices Trade Show in December.
5. Mayor Ross requests that funding be added for the purchase of 2 to 3 defibrillator in the Police budget.

After Manager Garcia provided general responses to Commission comments, each of the listed requests and/or motions were addressed:

3. Manager Garcia and Finance Director Smith provided the answers to Commissioner Cooper's request on the Administrative Fee in the Sanitation Fund.

1. Commissioner Bernard's original motion to add \$12,000 for maintenance of abandoned property is changed to \$5,000 and it is seconded by Commissioner Cooper. That motion is called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Bernard, Commissioner Childress and Commissioner Cooper.

Opposed: None

Motion carries 5/0.

2. Commissioner Bernard's request to add all documents to the final budget is voted on:

All in favor: Commissioner Bernard, Commissioner Childress and Commissioner Childress.

Opposed: Mayor Ross and Vice Mayor Anderson

Request is approved 3/2.

Commissioner Bernard also requests that on pg 118, line item 660.06 that "traffic calming" is added to the description. Consensus from Commission to do so.

4. Vice Mayor Anderson makes a motion to add \$250 to the Village Commission budget for the Best Practices Trade Show in December. It is seconded by Commissioner Bernard.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Bernard, Commissioner Childress and Commissioner Cooper.

Opposed: None

Motion carries 5/0.

5. Commissioner Bernard makes a motion to add \$2,500 to \$3,000 as an expenditure in the Police Forfeiture Fund for the purchase of defibrillators. It was seconded by Mayor Ross.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Bernard, Commissioner Childress and Commissioner Cooper.

Opposed: None

Motion carries 5/0.

The original motion to approve Ordinance 2011-05 was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson and Commissioner Childress.

Opposed: Commissioner Bernard and Commissioner Cooper

Motion carries 3/2

8 Village Manager Report

8.a Manager Garcia provided an update on the following:

> October 3rd is the tentative date for the closing of the 121st Median and that all residents affected will be notified prior.

> All residents along Griffing Blvd were notified of the removal of the Australian Pines.

> A meeting has been set up with Miami Dade County Water & Sewer (WASA)

> Working with Village Attorney on the North Miami Water Utility issue.

9 Consent Agenda

Commissioner Bernard pulls item 9c - Resolution 2011-42 and it is moved to Resolutions as item 12b.

Commissioner Cooper pulls item 9d - Resolution 2011-43 and it is moved to Resolutions as item 12c.

Commissioner Childress pulls item 9e - Resolution 2011-44 and it is moved to Resolutions as item 12d.

The following item remains in the consent agenda:

9.a Approval of Minutes

- > July 12, 2011 Regular Commission Meeting
- > August 2, 2011 Regular Commission Meeting
- > August 16, 2011 - 1st Budget Workshop FY 2011-12
- > August 17, 2011 - 2nd Budget Workshop FY 2011-12
- > August 18, 2011 - 3rd Budget Workshop FY 2011-12

Motion to approve the consent agenda made by Vice Mayor Anderson and it is seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Bernard, Commissioner Childress and Commissioner Cooper.

Opposed: None

Motion carries 5/0.

10 **Public Hearings - None**

11 **Ordinances - FIRST READING - None**

12 **Resolutions**

12.a **Resolution 2011-30**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **ESTABLISHING A GIFT POLICY FOR THE VILLAGE**; PROVIDING THE MANAGER THE DIRECTION TO ACCEPT MONETARY GIFTS TO THE VILLAGE UP TO \$5,000; ALL OTHER MONETARY GIFT ABOVE \$5,000 SHALL BE BROUGHT TO THE VILLAGE COMMISSION FOR DISCUSSION AND/OR AUTHORIZATION TO ACCEPT THE PROPOSED GIFT; AUTHORIZING THE VILLAGE MANAGER TO DECIDE WHAT PUBLIC PURPOSE THE MONETARY DONATIONS OF \$5,000 OR LESS SHOULD BE USED FOR; AUTHORIZING THE MANGER TO ACCEPT "IN KIND" DONATIONS; HOWEVER, ANY DONATIONS OF ART SHALL REQUIRE AUTHORIZATION BY THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Boutsis read the title.

Commissioner Bernard makes a motion that the resolution is passed with two changes: \$2,500 limit from \$5,000 and include a pay to play prohibition clause. The motion is seconded by Commissioner Cooper.

The motion is called to a vote:

All in favor: Commissioner Bernard and Commissioner Cooper

Opposed: Mayor Ross, Vice Mayor Anderson and Commissioner Childress.

Motion fails 2/3

Commissioner Childress makes a motion that the resolution is approved as stated with \$5,000 limit and that a reference is made to Miami Dade County's ordinance on pay to play. The motion is seconded by Vice Mayor Anderson.

The motion is called to a vote:

All in favor: Vice Mayor Anderson, Commissioner Bernard, Commissioner Cooper and Commissioner Childress

Opposed: Mayor Ross

Motion carries 4/1

12.b **Resolution 2011-42**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE SELECTION OF MAGNA CONSTRUCTION, INC., AS THE SELECTED CONTRACTOR FOR A LIMITED SCOPE STORMWATER DRAINAGE PROJECT** LOCATED AT 924 NE 109TH ST; PROVIDING FOR AN EFFECTIVE DATE

Attorney Boutsis read the title.

After discussion, Commissioner Childress makes a motion to approve and it is seconded by Vice Mayor Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson and Commissioner Childress.

Opposed: Commissioner Bernard and Commissioner Cooper

Motion carries 3/2

Mayor Ross asks for a recess at 9:51pm.

The meeting resumes at 9:59pm.

12.c **Resolution 2011-43**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA RELATING TO CONTRACTS; **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR PROFESSIONAL SUPPORT SERVICES TO CHARLES A. SMITH, JR. AS FINANCE DIRECTOR** FOR THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Boutsis read the title.

After discussion, Commissioner Childress makes a motion to approve and it is seconded by Vice Mayor Anderson.

During Commission discussion the following changes were requested:

Section II Purpose - take out "certified public accountant"

Section III Scope of Services - should be more generalized, take out the specifics.

Section IV Term of Agreement - refer to section III

Section V Price - days should be referenced as hours to be more specific, maximum average of 40 hrs per week.

Section IX Document Retention - add provision for taking home documents.

Section VII Change Orders - change Executive Director to Village Manager, change board to Commission, take out small purchase threshold.

Commissioner Childress makes a motion to accept the resolution with the amendments to the contract as discussed and it was seconded by Commissioner Bernard.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Bernard and Commissioner Childress.

Opposed: Commissioner Cooper

Motion carries 4/1

12.d **Resolution 2011-44**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **DECLARING VILLAGE VEHICLES AS SURPLUS PROPERTY AND GRANTING THE VILLAGE MANAGER AUTHORIZATION TO SELL SAID SURPLUS THROUGH GOV DEALS; PROVIDING FOR AN EFFECTIVE DATE.**

Attorney Boutsis read the title.

Commissioner Childress asked to compare the percentage paid to GovDeals to the Miami Dade County GSA. Manager will compare and bring back the resolution with the information at the next meeting.

13 **Old Business**

13.a Discussion on acquiring the services of "Ethics Hotline" related companies.

Motion made by Commissioner Cooper to move forward and task the Village Administration to provide 3 to 5 quotes and information on Ethics Hotline related companies. It was seconded by Commissioner Bernard.

After discussion, the motion was called to a vote.

All in favor: Commissioner Cooper and Commissioner Bernard

Opposed: Mayor Ross, Vice Mayor Anderson and Commissioner Childress.

Motion fails 2/3

Commissioner Bernard makes a subsidiary motion to put education package for all employees and for Attorney to review. It was seconded by Commissioner Cooper.

Commissioner Cooper asks that the motion is amended to include adding it to the employee handbook. The amendment is accepted by Commissioner Bernard.

The motion is called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Bernard, Commissioner Childress and Commissioner Cooper.

Opposed: None

Motion carries 5/0.

Manager Garcia asked the Village Clerk to read into the record a text she received on May 8, 2011 from former Finance Clerk Marilu Manso: *"Happy Mother's Day. By nature you are a protecting mother to all your employees!"*

All pending items not heard on the agenda will be moved to the October 4th regular commission meeting.

Announcements:

The Clerk read the announcements:

Wednesday, September 21st - Parks & Parkway Advisory Board at 6:00pm

Wednesday, September 21st - Code Review Board at 7:00pm

Thursday, September 22nd - Ecology Board at 6:30pm

Tuesday, September 27th - Code Enforcement Board at 7:00pm

Our next regular Commission meeting is Tuesday, October 4th, 2011 at 7:00pm.

Meeting was adjourned at 11:02pm.

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, October 4, 2011 at 7:00PM

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:05PM. In addition to Mayor Ross, present were:

Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Attorney Eve Boutsis
Police Chief Mitchell Glansberg
Finance Clerk Wendy Hernandez
Public Works Director Bernard Pratt
Assistant Public Works Director Cesar Hernandez
Parks & Recreation Director Issa Thornell

3 Pledge of Allegiance and Moment of Silence

4 Presentations

4.a Proclamation - October 2011 is National Breast Cancer Awareness Month

4.b Proclamation - October 2011 is X the Text Month

4.c Nestor Caballero, Albarni, Caballero & Castellanos, LLP - presentation of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2010.

Mr. Caballero provided a general review of the CAFR and highlighted certain sections, followed by Commissioner comments and questions.

Commissioner Childress asked that the auditors would return in six months to report on the status of correcting the deficiencies listed in the CAFR.

A motion made by Vice Mayor Anderson to accept the CAFR. It was seconded by Commissioner Childress.

After discussion that the Commission had not yet reviewed the CAFR in detail as it was distributed earlier the same day, Commissioner Childress withdrew his second, and Vice Mayor Anderson withdrew his motion.

Mr. Caballero advised that he would be available to return to the next regular commission meeting if necessary to answer any additional questions after the Commission had reviewed the CAFR further.

4.d Presentation given to Chuck Ross, Coordinator for the Biscayne Park Crime Watch group, for being selected by the Citizen's Crime Watch of Miami Dade County as Coordinator of the Year.

5 Additions, Deletions or Withdrawals to the Agenda

< None >

Mayor called for a five-minute recess at 8:45pm.
The meeting resumed at 8:52pm.

6 Public Comments Related to Agenda Items / Good Welfare

Dan Samaria - Biscayne Times article; FPL hardening project

Barbara Kuhl - Food & Tunes; entrance sign decorations; former Finance Director allegations; FPL hardening project and handling of resident comments; tree replacement on Griffing Blvd

Fred Jones - Agenda item 13b - Condensed short bullet list of agenda items

Dan Keys - CAFR and the deficiencies reported; Commission behavior

Marie Smith - Australian Pines on Griffing Blvd.

Carmen DiBernardi - Australian Pines on Griffing Blvd; handling of resident comments on FPL hardening project; Mayor's goals on website; term limits for Commissioners; N. Miami water service fee.

Charlie Smith - Australian Pines on Griffing Blvd.

Barbara Watts - FPL hardening project

Karen Cohen - Citizen Crime Watch award; agenda item 13b - Condensed short bullet list of agenda items; addressing the deficiencies on the CAFR; charter school project at the Church of the Resurrection; Ecology Board tree replacement recommendation; FPL hardening project; Commissioners turning issues into items of contention

Joe Chao - Citizen Crime Watch award; tree replacements on Griffing Blvd

Police Commander Ray Atesiano was recognized for his Police Officer of the Year nomination with Citizen's Crime Watch of Miami Dade County

7 Village Manager Report

7.a Manager Garcia provided an update on the status of the tree replacements for Griffing Blvd and that the County was provided with the recommendations from both the Parks & Parkway Advisory Board and Ecology Board. Based on the recommendations, the County advised that they were able to secure twenty (20) twenty-four foot (24') oak trees that were ready to be planted.

Manager Garcia was directed to obtain the cost for the project, both to cut down and the cost of the replacement trees.

Commissioner Bernard makes a motion that the next time the County advises that they have made a determination that more trees need to be cut down, that the Village utilize an independent arborist to make a determination. It was seconded by Commissioner Cooper.

Commissioner Childress requests a friendly amendment that the cost for an independent arborist is first researched. Commissioner Bernard does not accept the amendment.

After further discussion, Commissioner Bernard amends his motion to add a limit of \$5,000 for the cost of the independent arborist. The amendment was accepted by Commissioner Cooper.

The motion was called to a vote:

All in favor: Commissioner Bernard, Vice Mayor Anderson, Commissioner Cooper.

All opposed: Mayor Ross and Commissioner Childress

Motion carries 3/2.

Commissioner Cooper makes a motion to employ an array of tree species to be planted on Griffing Blvd and to work with the recommendation of the Ecology Board. It was seconded by Commissioner Bernard.

The motion was called to a vote:

All in favor: Commissioner Bernard, Commissioner Cooper.

All opposed: Mayor Ross, Vice Mayor Anderson and Commissioner Childress
Motion fails 2/3.

Commissioner Childress makes a motion to accept the trees from the County. It was seconded by Vice Mayor Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Vice Mayor Anderson

All opposed: Commissioner Bernard and Commissioner Cooper

Motion carries 3/2.

7.b Manager Garcia provided an update on the City of North Miami water services. An initial meeting has already taken place with WASA to explore the option of obtaining water service from the County. A meeting is scheduled with North Miami interim Manager Stephen Johnson and his staff.

7.c Manager Garcia confirmed the meeting date for the special commission meeting for her annual evaluation which is Tuesday, October 18, 2011, at 7:00pm.

Commissioner Bernard makes a motion that the special commission meeting is recorded by Comcast. It is seconded by Commissioner Cooper.

Commissioner Bernard amends his motion that we utilize the videographer that charges \$75 and that if he is not available, to move the Manager's evaluation to the next scheduled regular commission meeting. The amendment was accepted by Commissioner Cooper.

Commissioner Childress asks for a friendly amendment that if the videographer cannot attend the meeting on the 18th, that the meeting be rescheduled based on the videographer's next available date. The amendment was accepted by Commissioner Bernard.

The motion was called to a vote:

All in favor: Commissioner Bernard, Commissioner Childress and Commissioner Cooper.

All opposed: Mayor Ross and Vice Mayor Anderson

Motion carries 3/2.

Clerk Camara provided an updated on the elections and the additions to the website providing information on the upcoming election.

Manager Garcia advised she is working with Parks & Recreation in finalizing the preparations for the Halloween Fun Night.

8 Consent Agenda

Vice Mayor Bernard pulls items:

> 8a, the minutes for the September 13, 2011 1st Public Hearing, the September 13, 2011 Regular Commission Meeting and the September 20, 2011 2nd Public Hearing. All are deferred to the next regular commission meeting on November 1, 2011.

> Item 8.f Resolution 2011-48. This item is moved to item 11.b under Resolutions.

Commissioner Cooper pulls item 8.c Resolution 2011-45. This item is moved to item 11.a under Resolutions.

Motion made by Commissioner Childress to accept the remaining items (8.b, 8.d and 8.e) on consent. It is seconded by Commissioner Bernard. The items are:

Resolution 2011-44

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **DECLARING VILLAGE VEHICLES AS SURPLUS PROPERTY AND GRANTING THE VILLAGE MANAGER AUTHORIZATION TO SELL SAID SURPLUS** THROUGH GOV DEALS; PROVIDING FOR AN EFFECTIVE DATE.

Resolution 2011-46

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK RATIFYING THE **APPOINTMENT OF KELLI ROMANO TO THE RECREATION ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

Resolution 2011-47

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING THE **EXPENDITURE OF POLICE FORFEITURE FUNDS OF NOT MORE THAN \$900** FOR THE PURCHASE OF POLICEVEHICLE ACCESSORIES; PROVIDING FOR AN EFFECTIVE DATE.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Bernard, Commissioner Childress and Commissioner Cooper.

All opposed: None

Motion carries 5/0

The Mayor asks for a motion to extend the meeting beyond 11:00pm, but there was no motion made.

- 13.a Mayor moves item 13.a up from New Business: Commissioner Bernard's discussion of the investigation into allegations regarding the Village Manager.

Commissioner Bernard makes a motion to direct the Village Attorney to establish a maximum cost and to hire an outside investigator to investigate the written allegations of the former Finance Director. It was seconded by Commissioner Cooper.

With the end of the meeting approaching, Commissioner Cooper makes a subsidiary motion to defer the remainder of the item to the next regular commission meeting on November 1, 2011. It was seconded by Commissioner Bernard.

The motion was called to a vote:

All in favor: Vice Mayor Bernard, Commissioner Childress and Commissioner Cooper.

All opposed: Mayor Ross and Vice Mayor Anderson.

Motion carries 3/2.

11.a Resolution 2011-45

A RESOLUTION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, URGING THE PUBLIC SERVICE COMMISSION TO **DENY APPROVAL OF ANY FURTHER "EARLY COST RECOVERY"** AND URGING THE FLORIDA LEGISLATURE TO REPEAL THE "EARLY COST RECOVERY" STATUTE RELATING TO ELECTRIC UTILITY CHARGES FOR THE SITING, DESIGN, LICENSING, AND CONSTRUCTION OF NUCLEAR PLANTS; PROVIDING FOR AN EFFECTIVE DATE.

11.a After a brief discussion a motion made by Commissioner Anderson to approve the resolution. It was seconded by Commissioner Bernard.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Anderson, Commissioner Bernard, Commissioner Childress and Commissioner Cooper.

All opposed: None

Motion carries 5/0

The Clerk read the announcements:

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Wednesday, October 5th - Code Review Board at 7:00pm

Monday, October 10th - All Village Departments are closed in observance of Columbus Day.

Tuesday, October 11th, Code Enforcement Board at 7:00pm

Wednesday, October 12th - Recreation Advisory Board at 6:30pm

Monday, October 17th - Planning & Zoning at 6:30pm

Wednesday, October 19th - Parks & Parkway Advisory Board at 6:00pm

Wednesday, October 19th - Code Review Board at 7:00pm

Thursday, October 20th - Ecology Board at 6:30pm

Monday, October 31st, Halloween Fun Night starting at 6:00pm.

The next regular commission meeting is Tuesday, November 1, 2011.

Motion made by Vice Mayor Anderson to adjourn.
The meeting was adjourned at 11:03PM

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



BISCAYNE PARK POLICE DEPARTMENT

**640 N.E. 114th Street
Biscayne Park, Florida 33161
(305) 899-8000**

Date: October 20, 2011
To: Ana m. Garcia, Village Manager
From: **Chief Mitchell Glansberg** 
Re: **Resolution 2011-49 Byrne Grant**
Cc: Maria Camara, Village Clerk, Roxanne Ross, Mayor,
Robert Anderson, Vice Mayor, Commissioners

The Police Department has applied for and been awarded a no match Miami-Dade County Edward Byrne Memorial Justice Assistant Grant for \$2,535.00. The Grant is to be utilized by the Village of Biscayne Park Police Department for a records improvement program.

The Grant funds will be utilized to purchase hardware/software to implement the scanning, imaging and electronic storage of police reports that are paper written.

The scanning and electronic storage of police reports will streamline the process of filling public records requests, reduce the storage space problem within the station and reduce costs at our off-site records storage facility.

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2
3
4 **RESOLUTION 2011-49**
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6 **A RESOLUTION OF THE VILLAGE COMMISSION**
7 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,**
8 **AUTHORIZING THE VILLAGE MANAGER TO**
9 **EXECUTE THE CONTRACT FOR THE FEDERAL**
10 **DRUG CONTROL AND SYSTEM IMPROVEMENT**
11 **PROGRAM GRANT AVAILABLE THROUGH MIAMI-**
12 **DADE COUNTY OFFICE OF GRANTS**
13 **COORDINATION; TO RECEIVE, AND EXPEND \$2,535**
14 **IN FEDERAL FUNDS FOR A RECORDS**
15 **IMPROVEMENT PROJECT; AUTHORIZING THE**
16 **VILLAGE MANAGER TO DO ALL THINGS**
17 **NECESSARY TO CARRY OUT THE AIMS OF THIS**
18 **RESOLUTION; PROVIDING FOR AN EFFECTIVE**
19 **DATE**
20
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22

23 WHEREAS, the Commission of the Village of Biscayne Park desires to accomplish the
24 purpose outlined in the contract attached hereto and incorporated herein by reference.
25
26

27 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION**
28 **OF THE VILLAGE OF BISCAYNE PARK, THAT:**
29
30

31 **Section 1.** The Village Manager is authorized to accept the funds in the approximate
32 amount of \$2,535 and execute such contracts and agreements as are required between Miami-
33 Dade County and the Village of Biscayne Park to provide for an expansion of the services
34 provided by the Records Improvement Project in substantially the form as attached hereto.
35

36 **Section 2:** The Village Manager is authorized to do all things necessary to carry out
37 the aims of this Resolution.
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39 **Section 3:** This resolution shall become effective immediately upon its adoption.
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41 PASSED AND ADOPTED this _____ day of November, 2011.
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**The foregoing resolution upon being
put to a vote, the vote was as follows:**

Roxanna Ross, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commission Childress: _____
Commissioner Cooper: _____



miamidade.gov

Management and Budget
Grants Coordination
111 NW 1st Street • 19th Floor
Miami, Florida 33128
T 305-375-4742 F 305-375-4049

October 5, 2011

Chief Mitchell Glansberg
Biscayne Park Police Department
640 NE 114 Street
Biscayne Park, FL 33161

RE: Contract Award FY2012
Edward Byrne Memorial Justice Assistance Grant (JAG)

Dear Chief Glansberg:

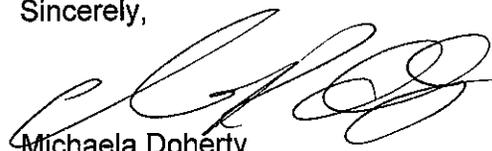
We are pleased to provide you with the contract for your program under the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant for FY2012. **The federal funds allocated for your city are \$2,535.**

We are providing you with copies of three original contracts for your program. Each of the three contracts must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the contract signature page. Also, the contracts include several Affidavits which require an ORIGINAL and notarized signature. Upon signing by your city officials, the contracts are to be returned to this office along with the City Council resolution to accept these funds. Our staff will complete the execution process in the County and send you a fully executed contract for your records. Reimbursement for First Quarter expenditures can occur ONLY if the contract is fully signed by the jurisdiction and returned to the Office of Management and Budget with the accompanying council resolution.

In accordance with your communication with this office, it is our understanding that you are the designated contact person for this project. As such, all routine correspondence and reporting activities throughout the grant year will be directed to your attention. Please notify us immediately if this designation changes.

If you have any questions on this matter, please contact me at (305) 375-2108. We look forward to working with you this year!

Sincerely,


Michaela Doherty
Project Planner

Enclosures

Biscayne Park
FY2012
Contract

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2011, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **VILLAGE of BISCAYNE PARK** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Records Improvement Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Records Improvement Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Records Improvement Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **Records Improvement Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

NOW, THEREFORE, for and in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$2,535**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2011 through September 30, 2012.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly

understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing **Records Improvement** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

Nepotism. Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is

permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Office of Management and Budget
111 NW First St., 19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Biscayne Park Police Department
640 Northeast 114th Street
Biscayne Park, Florida 33161
Attention: Chief Mitchell Glansberg

XIV. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment E); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment E); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days

before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment. Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Records Improvement Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2012.

D. The Provider agrees to mail all Quarterly Expenditure Reports to the address listed above, Section XIII.

E. The County agrees to review Quarterly Expenditure Reports and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is

already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three (3) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Records Improvement Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and October 5, 2012 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and October 15, 2012 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any

independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision.

Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Quarterly Expenditure Report
Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

Signature

Title

Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

ATTACHMENT A

PROGRAM NARRATIVE FY 2011-2012

Jurisdiction Name: Village of Biscayne Park

Contact Person: Chief Mitchell Glansberg

Address: 640 Northeast 114th Street
Biscayne Park, Florida 33161

Contact Numbers: O (305) 891-9090
F (305) 891-7241

Program Area: Records Improvement

Program Dates: 10/01/11 through 09/30/12

Program Name: Investigations Section Records
Improvement

Target Population: Village Residents

Problem Identification

The Village of Biscayne Park Police Department's Records Division stores many years of records in the confines of the Police Department building. The total square footage of the Police Department's work area is less than 300 square feet. Due to storage limitations, boxes of police records are stored wherever space permits creating a fire hazard and unsafe environment. This method of storage is also inefficient and makes it difficult to locate records for both the public as well as police officers for court and investigative purposes. The Police Records Division did acquire a records computer and scanning equipment a number of years ago and started the process of scanning and storing records electronically in an effort to classify the police reports. The goal was that the boxes of records could be moved out of the building, by making them accessible electronically. This would make the records available to police employees as well as the public. Recently, the desktop computer system that was acquired to scan and store the records malfunctioned with five (5) years of scanned data on it that cannot be accessed.

Program Description

The Biscayne Park Police Department wishes to utilize the FY2012 Byrne funds to purchase two (2) desktop computers in order to restart its records scanning and storage program so that the remainder of records that have not been previously scanned can be converted to an electronic format. The new computers will have a lot more memory and will be considerably faster which will greatly enhance our record keeping efficiency.

Jurisdiction Name: Village of Biscayne Park

Contact Person: Chief Mitchell Glansberg

Address: 640 Northeast 114th Street
Biscayne Park, Florida 33161

Contact Numbers: O (305) 891-9090
F (305) 891-7241

Program Area: Records Improvement

Program Dates: 10/01/11 through 09/30/12

Program Name: Investigations Section Records Improvement

Target Population: Village Residents

Required Activities	Planned Measures	Monitoring Plan
<p>To automate criminal justice records system during the grant year</p> <p>Purchase equipment and contractual services to improve the functioning of the records management system</p>	<p>The provider shall be responsible for:</p> <p>Purchasing two (2) desktop computers</p> <p>Obtain contractual It services to recover data from the failed hard drive.</p>	<p>The provider shall submit the following documentation to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Copies of invoices and cancelled checks for materials purchased and contractual services.</p>

ATTACHMENT B

PROGRAM BUDGET

Jurisdiction Name: BISCAYNE PARK

Program Area: Records Improvement

Program Name: Records Improvement

CONTRACTUAL SERVICES TOTAL

Contractual Services Total

Salaries and Benefits Total

Operating Capital Outlay Total

2 Desktop Computers (incl. Software, monitor, power cord,
1 yr. warranty & shipping)

Expenses Total

Total Budget

Miami Dade County will reimburse an amount not to exceed:

ATTACHMENT B

Contact Person: Chief Mitch Glansberg

O (305) 891-9090 F (305) 891-7241

Program Dates: 10/01/11 - 09/30/12

\$2,535

\$0

\$0

\$2,535

\$2,535

\$0

\$2,535

\$2,535

ATTACHMENT C

ATTACHMENT C

Edward Byrne Memorial Justice Assistance Grant Program
 Drug Control and System Improvement Formula Grant Program

Quarterly Project Performance Report

CRIMINAL JUSTICE RECORDS IMPROVEMENTS
 Fiscal Year 2010/2011

Biscayne Park
 (City)

(Project Name)

(Name of Person Completing Form)

(Title)

(Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4	July 1 - September 30	October 5

Report Number	Quarterly Period	Report Due Dates

Note: Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

**FY2012 Quarterly Project Report
Criminal Justice Records Improvement
Biscayne Park**

Please answer the following questions based on activity that occurred in the previous quarter.

- 1 Amount of JAG funds expended on equipment and/or supplies
- 2 Number of equipment/supplies items purchased with JAG funds
- 3 Specify type of equipment/supplies purchased with JAG funds

PROGRAM NARRATIVE

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

ATTACHMENT D

Edward Byrne Memorial Justice Assistance Grant Program

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(To Be Copied on Jurisdiction Letterhead)**

City: _____	Date of Claim: _____
Project Name: _____	Claim Number: _____
Telephone: _____	Claim Period: _____
Name of Person Completing Form: _____	

1. Total Federal Budget \$ _____ 2. Amount This Invoice \$ _____
3. Amount of Previous Invoices \$ _____ 4. Remaining Budget Balance \$ _____
- (Subtract lines 2 & 3 from line 1)

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Category Totals
_____	Salaries & Benefits	_____	_____	_____	_____
_____	Contractual Services	_____	_____	_____	_____
_____	Operating/ Capital Equipment	_____	_____	_____	_____
_____	Expenses	_____	_____	_____	_____
_____	Total Claim	_____	_____	_____	_____

We request payment in accordance with our contract agreement in the amount of 100% of the Total Costs for this Claim \$ _____

Attached, please find the records which substantiate the above expenditures. I certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

Chief of Police/Other City Official

Payment Approved, Miami Dade County

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS- Payroll Expenses

City: _____ Date of Claim: _____

Project Name: _____ Claim Number: _____

<u>Name Officer/Staff</u>	<u>Date of Activity</u>	<u>Type of Activity*</u>	<u>Total Hours</u>

*(Presentation, Parent Meeting, Field trip, etc.)

TOTAL HOURS _____ AT \$ _____ PER HOUR = \$ _____

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF \$ _____ IS CORRECT.

OFFICER/STAFF SIGNATURE: _____

OFFICER/STAFF SOCIAL SECURITY NUMBER: _____

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: _____

I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED: _____

Note: Payroll registers, time sheets and OT slips, documenting payroll expenses, must be attached to process this payment.

ATTACHMENT E

JAG/BYRNE GRANT ADMINISTRATION

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, _____, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

Federal Employer Identification Number (If none, Social Security)

Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)

Street Address City State Zip Code

___ I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

- 1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

- 2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable

beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
 Yes No
2. Does your firm provide paid health care benefits for its employees?
 Yes No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	American Indian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanics:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Aleut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females
_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females:	_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females

III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

- _____ The firm does not have annual gross revenues in excess of \$5,000,000.
- _____ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.
- _____ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;
- _____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

__IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

__V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____ He/She is personally

known to me or has presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp of Notary) (Expiration Date)

Notary Public - Stamp State of _____
(State)

Notary Seal

ATTACHMENT E 1

Form A-12
Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: _____ (Date) _____
(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____ He/She

is personally known to me or has presented _____ (Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

ATTACHMENT E 2

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____
200__ by _____. He/She
is personally known to me or has presented _____
(Type of Identification)

as identification.

(Signature of Notary) (Serial Number)

(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

ATTACHMENT E 3

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to Miami-Dade County

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

ATTACHMENT F

JAG/BYRNE GRANT ADMINISTRATION

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Ordinance 97-104)

Name of Organization: _____ Address: _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT	ADDRESS	CITY AND STATE
---	---------	----------------

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

NAME OF SUPPLIER	ADDRESS	CITY AND STATE
------------------	---------	----------------

No suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/ State/Zip: _____

Telephone: () _____ Fax: () _____ E-mail: _____



Date: 11/01/2011

To: Mayor Roxanna Ross
Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

cc: Manager Ana M. Garcia
Attorney John Hearn
Eve Boutsis
Clerk Maria Camara

Thru: Ana M. Garcia, Village Manager

From: Charles Smith, Finance Director

Re: Ordinance No. 2011-06 – Budget Amendment for 2010-11

REQUEST:

Ordinance No. 2011-06

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA PURSUANT TO SECTION 166.041, FLORIDA STATUTES, AUTHORIZING AMEDEMMENT TO ORDINANCE 2010-12 ADOPTED ON SEPTEMBER 21, 2010 FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2010-2011, BY AMENDING VARIOUS PARTS OF THE BUDGET CONSISTENT WITH EXHIBIT "A".

BACKGROUND AND ANALYSIS:

The year-end budget amendment is the final step in the completion of the budget process. Amendments are intended as an accounting entry that re-distributes the original budget appropriation in order to eliminate account line deficits. Budget amendments are defined as a change approved by Commission which alters the original adopted budget by appropriating additional monies to a particular department, decreasing appropriations to a particular department, or transferring funds from one department or fund to another. According to Florida State Statute 166.241:

(4) The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year (November 30) may amend a budget as follows:

(a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund are not changed.

(b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund are not changed.

FISCAL/UDGETARY IMPACT:

Minimal financial impact associated with reading, posting and docketing of this Ordinance.

RECOMMENDATION:

For Commission to approve the first reading of the budget amendment consistent with Florida Statute 166.241

Village of Biscayne Park

Awarded "Tree City USA" designation for 2010 by the Arbor Day Foundation

2010-11 Budget Amendments

The year-end budget amendment is the final step in the completion of the budget process. Amendments are intended as an accounting entry that re-distributes the original budget appropriation in order to eliminate account line deficits. Budget amendments are defined as a change approved by Commission which alters the original adopted budget by appropriating additional monies to a particular department, decreasing appropriations to a particular department, or transferring funds from one department or fund to another. According to Florida State Statute 166.241:

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(b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund are not changed.

Because of the state requirement that the amendment must be posted on the Biscayne Park web site, the following financial document includes an Introduction, Summary, and Detail section intended to be an explanation for our residents and stakeholders of the budget amendment process.



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2010-11 BUDGET AMENDMENT

BUDGET PROCESS

The budget process incorporates development, implementation, evaluation, and finalization of a team plan for the provision of services and capital assets. The budget team consists of Biscayne Park's Senior Leadership, which utilizes direct input from department directors. Included in these steps are meetings with department heads to discuss goals, objectives and performance measures as well as analyses of financial performance. Each department will develop an operational plan that highlights the objectives for the upcoming year.

Department services and associated budgetary expenditures are prioritized by the Budget Team to enable departments to provide appropriate services to Village residents at a reasonable cost. As revenue estimates are developed, the level of service is established based on available funding. Projected revenues first fund the municipal core operations that are mandated or essential in nature. Once these requirements are allocated, services that enhance the quality of life for residents and beautification of the Village are analyzed and included.



The budget and final amendments serve as a management tool by measuring actual performance, focuses attention on future operations, and improves communication of goals and objectives. The process includes the following steps:

- Establish a budget calendar
- Set priorities through strategic planning with Commission
- Directors assess their department's annual performance and submit initial budget work sheets
- Budget review phase by Budget Team
- Village Manager presents to Commission the draft budget
- Commission reviews, recommends changes, and adopts the budget in compliance with the Biscayne Park Charter and the Trust in Millage (TRIM) Act.
- At the end of the year a budget amendment is developed to eliminate deficits in all account lines. Per State Statutes the amendments are approved by commission using the same procedures as when the budget is initially adopted.



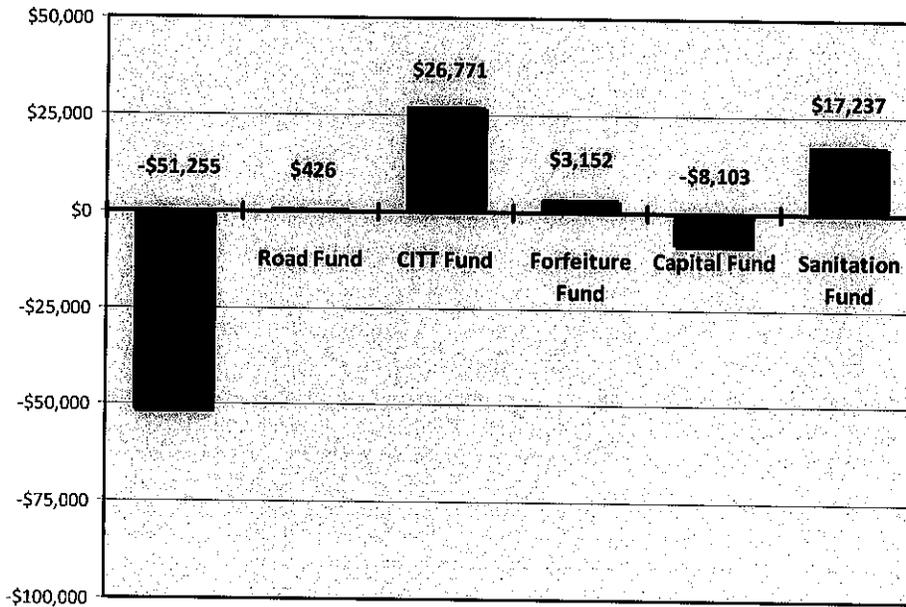
2010-11 BUDGET AMENDMENT

ALL FUNDS – PRELIMINARY YEAR-END NET INCOME/DEFICIT

The Preliminary Net Income/Deficit for all funds is a deficit of \$11,772, or .34%. Based on the preliminary financial statements the General Fund and Capital Fund were the only funds in deficit, caused by the inclusion of a prior year worker's compensation claim in General Fund and capital receivables that are still pending. Not including the worker's compensation entry, the General Fund surplus was \$44,260. Below is an explanation of significant items impacting each fund:

- General Fund - Police worker's comp claim settlement of \$95,515, additional landscape in the Village parks, improvements to Ed Burke Center, additional worker's comp legal fees, additional software and accounting service fees, and maintenance of the newly renovated athletic field.
- Road Fund - Repair and maintenance for vehicles increased to \$4,608.32
- CITT - Transportation circulator and corresponding personnel were eliminated. Transfer of electric for streetlights from General Fund.
- Forfeitures - Received \$9,995 from federal property seizures.
- Capital - Received \$100,000+ for Public Works and S.N.P, one reimbursement is still pending.
- Sanitation - Vehicle Repair and maintenance increased due to large scale repairs to older vehicles.

Department	Revenue	Expense	Balance	Over/Under
General Fund	\$ 2,166,219	\$ 2,217,474	\$ (51,255)	DEFICIT
Road Fund	115,051	114,625	426	
CITT Fund	251,009	224,238	26,771	
Forfeiture Fund	10,863	7,710	3,152	
Capital Fund	273,458	281,561	(8,103)	DEFICIT
Sanitation Fund	687,771	670,534	17,237	
	<u>\$ 3,504,371</u>	<u>\$ 3,516,143</u>	<u>\$ (11,772)</u>	DEFICIT





2010-11 BUDGET AMENDMENT

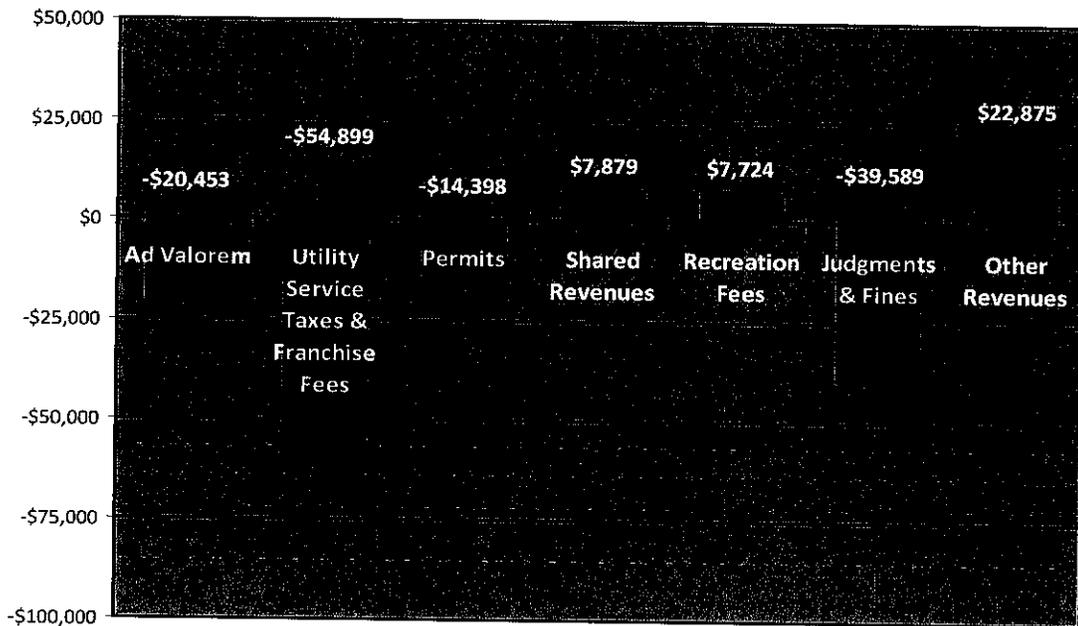
GENERAL FUND – REVENUE COMPARISONS

ACTUAL PRELIMINARY YEAR-END REVENUES

The Actual Preliminary Year-end Revenue collections were \$90,861 less than the original adopted budget. Collections for Ad Valorem, Utility Service Taxes and Franchise Fees, Permits, and Judgments and Fines were all lower than what was anticipated at the beginning of the year. Below is an explanation of significant items impacting each fund:

- Ad Valorem - Discounts were significantly higher than anticipated.
- Utility Service Taxes and Franchise Fees - All account lines in this category were lower because of reduced usage and lower fuel prices, which directly impact the amount of return to the Village.
- Permits - Plumbing and Administrative permits reflected the greatest reduction in revenue because of a reduced number of permits issued.
- Judgments & Fines - Significant reductions in anticipated Code Enforcement violations and traffic citations.

Revenue Source	Adopted Budget	Actual Received	Balance	Over/Under
Ad Valorem	\$ 1,150,044	\$ 1,129,591	\$ (20,453)	DEFICIT
Utility Service Taxes & Franchise Fees	448,005	393,106	(54,899)	DEFICIT
Permits	122,700	108,302	(14,398)	DEFICIT
Shared Revenues	255,551	263,430	7,879	
Recreation Fees	24,000	31,724	7,724	
Judgments & Fines	65,000	25,411	(39,589)	DEFICIT
Other Revenues	191,780	214,655	22,875	
	<u>\$ 2,257,080</u>	<u>\$ 2,166,219</u>	<u>\$ (90,861)</u>	DEFICIT





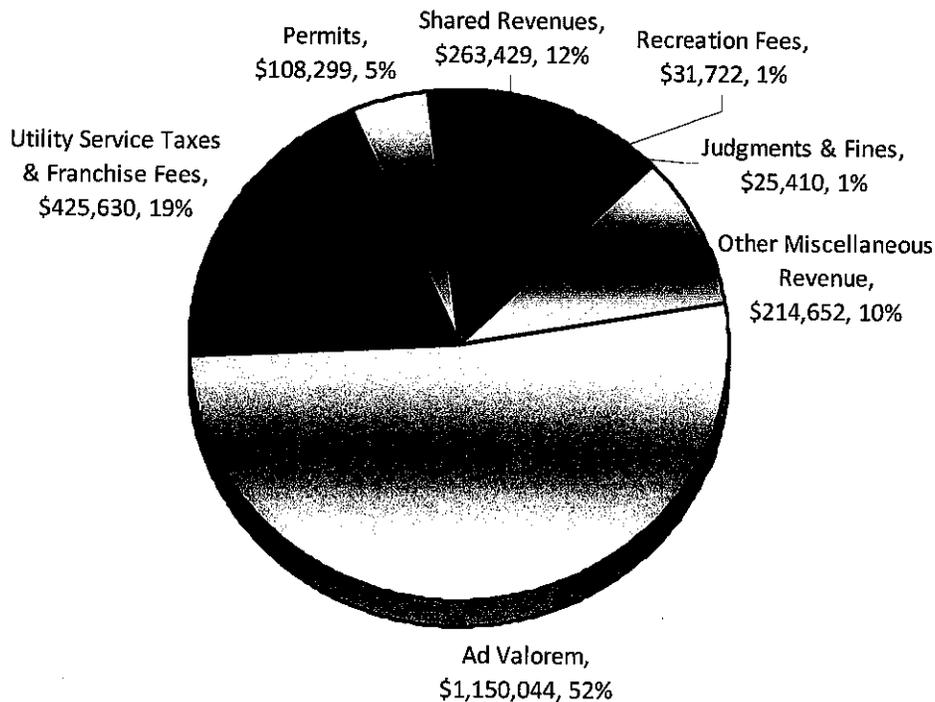
2010-11 BUDGET AMENDMENT

GENERAL FUND SUMMARY – BUDGET AMENDMENT BY REVENUE SOURCE

Below is a summary of the proposed general fund amendments per revenue source including descriptions by revenue source and pie chart percentage of totals:

Revenue Source	Adopted		Final Budget
	Budget	Amendment	
Ad Valorem	\$ 1,150,044	\$ -	\$ 1,150,044
Utility Service Taxes & Franchise Fees	448,005	(22,375)	425,630
Permits	122,700	(14,401)	108,299
Shared Revenues	255,551	7,878	263,429
Recreation Fees	24,000	7,722	31,722
Judgments & Fines	65,000	(39,590)	25,410
Other Miscellaneous Revenue	191,780	22,872	214,652
	<u>\$ 2,257,080</u>	<u>\$ (37,894)</u>	<u>\$ 2,219,186</u>

Final General Fund Budget by Revenue Source





2010-11 BUDGET AMENDMENT

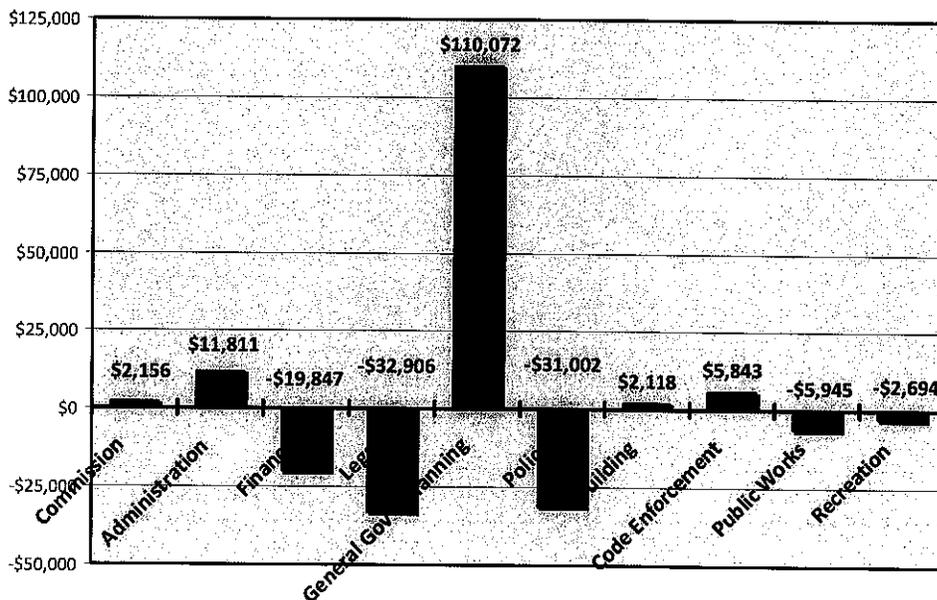
GENERAL FUND – EXPENDITURE COMPARISONS

GENERAL FUND COMPARISON – PRELIMINARY YEAR-END EXPENSES

Compared to the adopted budget, the Actual Preliminary Year-end expenditures were under budget by \$39,606. Police, Legal, Finance, Public Works and Recreation were all in a deficit. Below is an explanation of significant items impacting each department:

- Legal - Fees generated from additional Police Worker's Compensation Claims.
- Police - Old Worker's Compensation Claims include an unanticipated settlement claim of \$95,515.
- Public Works - Unanticipated expenditures include tenting of Village Hall, improvements to the Ed Burke Center, and additional landscape in the Village Parks.
- Finance - Because of audit requirements accounting software expenditures included both Yardi and H.T.E. systems as well as additional accounting professional services.
- Recreation - Due to changes in the Federal Laws extending Unemployment Compensation and additional expenditures for maintenance of the newly renovated athletic field.

Department	Adopted		Balance	Over/Under
	Budget	Actual Expense		
Commission	\$ 19,663	\$ 17,507	\$ 2,156	
Administration	181,662	169,851	11,811	
Finance	117,084	136,931	(19,847)	DEFICIT
Legal	85,000	117,906	(32,906)	DEFICIT
General Gov't, Planning	204,533	94,461	110,072	
Police	1,112,227	1,143,229	(31,002)	DEFICIT
Building	96,229	94,111	2,118	
Code Enforcement	55,421	49,578	5,843	
Public Works	281,386	287,331	(5,945)	DEFICIT
Recreation	103,875	106,569	(2,694)	DEFICIT
	<u>\$ 2,257,080</u>	<u>\$ 2,217,474</u>	<u>\$ 39,606</u>	





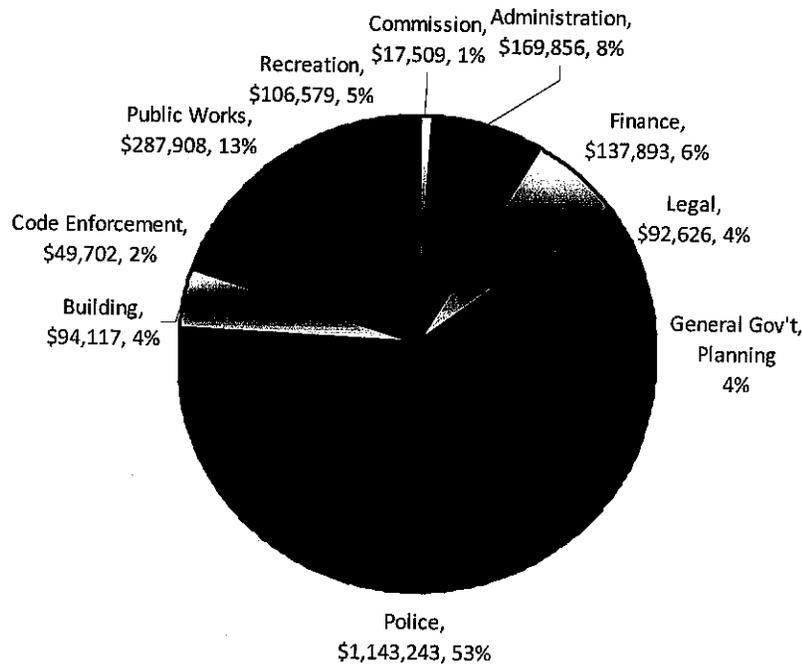
2010-11 BUDGET AMENDMENT

GENERAL FUND SUMMARY – BUDGET AMENDMENT BY DEPARTMENT

Below is a summary of the proposed general fund amendments per department including descriptions by department and pie chart percentage of totals:

Department	Adopted		Final Budget
	Budget	Amendment	
Commission	\$ 19,663	\$ (2,154)	\$ 17,509
Administration	181,662	(11,806)	169,856
Finance	117,084	20,809	137,893
Legal	85,000	32,907	117,907
General Gov't, Planning	204,533	(110,061)	94,472
Police	1,112,227	31,016	1,143,243
Building	96,229	(2,112)	94,117
Code Enforcement	55,421	(5,719)	49,702
Public Works	281,386	6,522	287,908
Recreation	103,875	2,704	106,579
	<u>\$ 2,257,080</u>	<u>\$ (37,894)</u>	<u>\$ 2,219,186</u>

Final General Fund Budget by Department





2010-11 BUDGET AMENDMENT

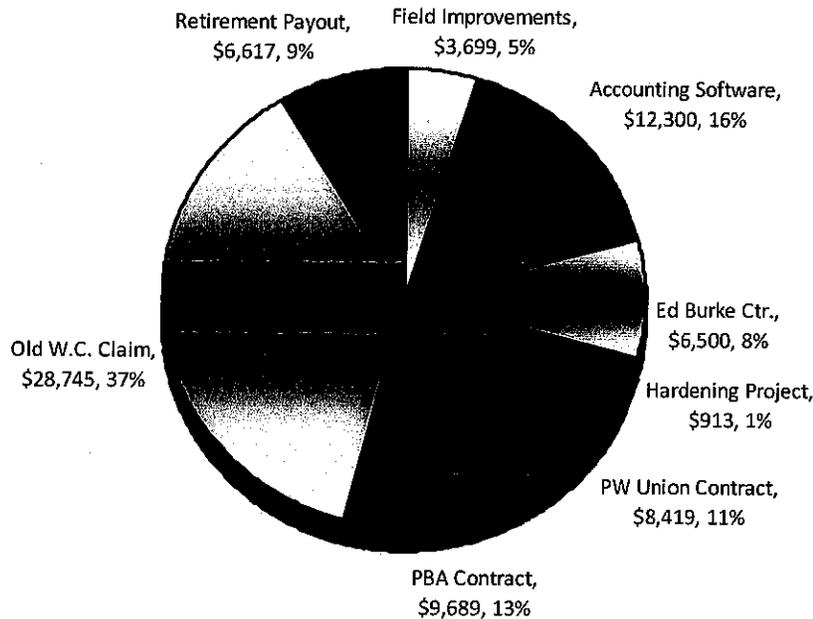
CONTINGENCY FUND BREAKDOWN

The Contingency Fund is a separate account designed for emergencies or unbudgeted expenditures. For Biscayne Park the account is used for emergencies or unbudgeted expenditures as well as for special projects approved by the Commission or resident committee groups.

Based on recommendations from our auditors, the Biscayne Park contingency fund operates as follows:

- The expenditure would be charged to the appropriate account line
- The contingency fund would then incur a budget amendment moving the monies from the contingency account to the correct account line
- At year-end commission approves the appropriation transfer as part of the amendment process

Contingency Fund Appropriations



<u>Description</u>	<u>Amount</u>
Parks and Recreation - Improvement of field condition	\$ 3,699
Finance - Entire year with H.T.E. accounting software	12,300
Public Works - Improvements for Ed Burke Center	6,500
Public Works - Hardening Project	913
Public Works - Union Contract	8,419
Police - Union Obligations	9,689
Police - Worker's Compensation Claim	28,745
Code Enforcement - Employee retirement payout	6,617
	<u>\$ 76,882</u>



2010-11 BUDGET AMENDMENT

GENERAL FUND – AMENDMENT DETAIL

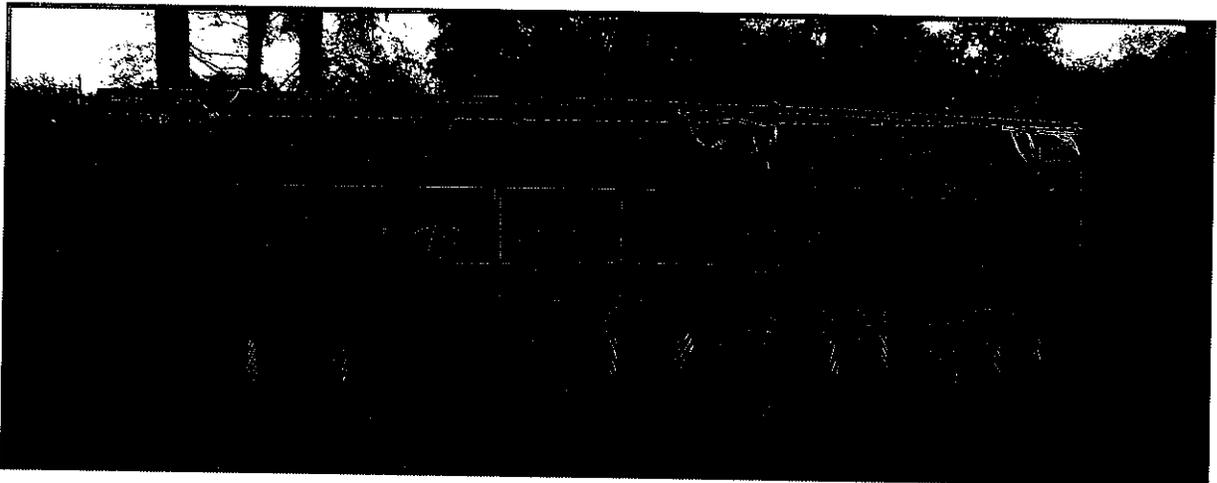
REVENUE AMENDMENTS

General Fund Categories	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
REVENUES:						
Ad Valorem Taxes	1,182,565	-	1,182,565	1,174,670.39	(7,894.61)	-0.67%
Discounts on Ad Valorem Taxes	(32,521)	-	(32,521)	(45,079.11)	(12,558.11)	38.62%
Net Ad Valorem Taxes	\$ 1,150,044	\$ -	\$ 1,150,044	\$ 1,129,591.28	\$ (20,452.72)	-1.78%
UTILITY SERVICE TAXES						
Electric Utility Tax	130,000	(4,681)	125,319	111,836.16	(13,482.84)	-10.76%
Water Utility Tax	24,000	(4,000)	20,000	9,006.50	(10,993.50)	-54.97%
Gas/Propane Utility Tax	8,000	945	8,945	8,945.76	0.76	0.01%
Communications Service Tax	150,205	(1,000)	149,205	141,155.29	(8,049.71)	-5.40%
SUB-TOTAL UTILITY SERVICE TAXES	\$ 312,205	\$ (8,736)	\$ 303,469	\$ 270,943.71	\$ (32,525.29)	-10.72%
FRANCHISE FEES						
Electric Franchise Fee	131,000	(10,244)	120,756	120,756.71	0.71	0.00%
Gas/Propane Franchise Fee	4,800	(3,395)	1,405	1,405.57	0.57	0.04%
SUB-TOTAL FRANCHISE FEES	\$ 135,800	\$ (13,639)	\$ 122,161	\$ 122,162.28	\$ 1.28	0.00%
BUILDING PERMITS						
Building Permits	65,000	(2,196)	62,804	62,804.57	0.57	0.00%
Electrical Permits	9,000	(381)	8,619	8,619.76	0.76	0.01%
Plumbing Permits	14,000	(4,300)	9,700	9,700.00	-	0.00%
A/C Mechanical	5,000	2,039	7,039	7,039.00	-	0.00%
Painting Permits	2,000	(473)	1,527	1,527.00	-	0.00%
Garage Sale Permit	1,000	(358)	642	642.00	-	0.00%
Plan Review	1,000	(900)	100	100.00	-	0.00%
Permit Admin/Application Fee	15,000	(7,437)	7,563	7,563.71	0.71	0.01%
Contractor Registration	2,000	1,280	3,280	3,280.00	-	0.00%
SUB-TOTAL BUILDING PERMITS	\$ 114,000	\$ (12,726)	\$ 101,274	\$ 101,276.04	\$ 2.04	0.00%
OTHER PERMITS & FEES						
Home Occupation Fee	800	300	1,100	1,100.00	-	0.00%
Home Re-Occupancy Fee	2,000	1,000	3,000	3,000.00	-	0.00%
Variance Application Fee	1,500	(1,176)	324	324.00	-	0.00%
Local Home Business Fee	500	(450)	50	50.00	-	0.00%
Landlord Permit Fee	1,500	(1,200)	300	300.00	-	0.00%
Grant - Byrne 2011	-	2,251	2,251	2,251.79	0.79	0.04%
Fuel Tax Refund	2,400	(2,400)	-	-	-	-
STATE SHARED REVENUES						
State Revenue Sharing	62,104	679	62,783	62,783.45	0.45	0.00%
Half-Cent Sales Tax	189,947	6,004	195,951	195,951.32	0.32	0.00%
COUNTY SHARED REVENUES						
Business Occupational Licenses	3,500	1,195	4,695	4,695.30	0.30	0.01%
PARKS & RECREATION FEES						
Program Fees	5,000	7,890	12,890	12,890.29	0.29	0.00%
Concession Sales	7,000	(901)	6,099	6,099.50	0.50	0.01%
Facility Rental	12,000	(3,691)	8,309	8,309.50	0.50	0.01%
Other Fees - Donations	-	4,424	4,424	4,424.99	0.99	0.02%



2010-11 BUDGET AMENDMENT

General Fund Categories	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
OTHER CHARGES FOR SERVICES:						
Admin Fee - Road Fund	14,146	-	14,146	14,146.00	-	0.00%
Admin Fee - Sanitation Fund	57,794	-	57,794	57,794.00	-	0.00%
Admin Fee - PW Direct Charge	98,340	-	98,340	98,340.00	-	0.00%
JUDGEMENTS & FINES						
Traffic Fines	40,000	(21,940)	18,060	18,060.57	0.57	0.00%
Code Enforcement Fines	25,000	(17,650)	7,350	7,350.00	-	0.00%
MISCELLANEOUS REVENUES:						
Interest Earnings	6,000	(4,073)	1,927	1,927.13	0.13	0.01%
Miscellaneous & Donations	6,000	17,483	23,483	23,483.59	0.59	0.00%
Newsletter Advertising	-	450	450	450.00	-	0.00%
Lien Search and Copies	5,000	573	5,573	5,573.51	0.51	0.01%
Dividend Earnings	3,000	(2,399)	601	601.73	0.73	0.12%
Prior Yr Expenditure Reimbursements	-	8,003	8,003	8,003.70	0.70	0.01%
Gain or Loss on Sale of Investments	-	4,335	4,335	4,335.46	0.46	0.01%
Sale of Surplus Materials or Scrap	1,500	(1,500)	-	-	-	-
TOTAL REVENUES	\$ 2,257,080	\$ (37,894)	\$ 2,219,186	\$ 2,166,219.14	\$ (52,966.86)	-2.39%





2010-11 BUDGET AMENDMENT

EXPENDITURE AMENDMENTS

General Fund Categories	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
EXPENDITURES/EXPENSES:						
511 - VILLAGE COMMISSION:						
Executive Salaries	12,000	(3,000)	9,000	9,000.00	-	0.00%
FICA Taxes & Medicare	918	495	1,413	1,412.25	0.75	0.05%
Workers' Compensation Ins.	-	30	30	30.00	-	0.00%
Unemployment Compensation	-	833	833	832.65	0.35	0.04%
Travel & Per Diem	1,825	(666)	1,159	1,158.84	0.16	0.01%
Insurance - Liability	-	53	53	53.00	-	0.00%
Printing & Binding	250	36	286	285.71	0.29	0.10%
Special Events	3,000	(100)	2,900	2,899.78	0.22	0.01%
Memberships, Dues & Subscriptions	1,670	165	1,835	1,834.64	0.36	0.02%
TOTAL COMMISSION	\$ 19,663	\$ (2,154)	\$ 17,509	\$ 17,506.87	\$ 2.13	0.01%
512 - ADMINISTRATION:						
Executive Salaries	83,000	1,532	84,532	84,531.90	0.10	0.00%
Regular Salaries	40,000	(1,539)	38,461	38,460.30	0.70	0.00%
FICA Taxes & Medicare	9,410	(228)	9,182	9,181.47	0.53	0.01%
Retirement	16,493	(1,585)	14,908	14,907.80	0.20	0.00%
Life & Health Insurance	4,485	1,390	5,875	5,874.84	0.16	0.00%
Workers' Compensation	344	(60)	284	283.50	0.50	0.18%
Professional Services - Code	2,000	(1,450)	550	550.00	-	0.00%
Travel & Per Diem	3,000	(1,063)	1,937	1,936.90	0.10	0.01%
Travel Allowance	4,800	(720)	4,080	4,080.00	-	0.00%
Insurance - Liability	2,930	(2,395)	535	535.00	-	0.00%
Communications - Telephone	1,500	160	1,660	1,659.75	0.25	0.02%
Printing & Binding	200	(161)	39	39.00	-	0.00%
Advertising - Legal	10,000	(5,649)	4,351	4,350.12	0.88	0.02%
Office Supplies	500	39	539	538.97	0.03	0.01%
Operating Supplies	500	259	759	758.21	0.79	0.10%
Memberships, Dues & Subscriptions	1,000	30	1,030	1,029.00	1.00	0.10%
Education & Training	1,500	(366)	1,134	1,133.89	0.11	0.01%
TOTAL ADMINISTRATION	\$ 181,662	\$ (11,806)	\$ 169,856	\$ 169,850.65	\$ 5.35	0.00%
513 - FINANCE:						
Regular Salaries & Wages	69,120	(10,777)	58,343	58,342.39	0.61	0.00%
Overtime	-	672	672	672.00	-	0.00%
FICA Taxes & Medicare	5,288	(1,258)	4,030	4,029.41	0.59	0.01%
Retirement	7,603	(904)	6,699	6,698.92	0.08	0.00%
Life & Health Insurance	8,760	(3,057)	5,703	5,702.71	0.29	0.01%
Workers' Compensation	193	(31)	162	162.00	-	0.00%
Unemployment Compensation	-	2,959	2,959	2,959.00	-	0.00%
Professional Services - Audit	18,000	7,500	25,500	25,500.00	-	0.00%
Contract Svc - Accounting Software	4,100	12,300	16,400	15,443.35	956.65	5.83%
<i>Contingency - Finance all year of H.T.E. (\$12,300)</i>						
Contract Svc - Payroll	2,400	(862)	1,538	1,537.30	0.70	0.05%
Contract Svc - Finance Director	-	12,474	12,474	12,473.13	0.87	0.01%
Travel & Per Diem	1,000	(965)	35	35.00	-	0.00%
Rent Storage Facilities	-	1,796	1,796	1,795.12	0.88	0.05%
Insurance - Liability	-	300	300	300.00	-	0.00%
Office Supplies	200	794	994	993.15	0.85	0.09%
Memberships, Dues & Subscriptions	420	(132)	288	288.00	-	0.00%
TOTAL FINANCE	\$ 117,084	\$ 20,809	\$ 137,893	\$ 136,931.48	\$ 961.52	0.70%



2010-11 BUDGET AMENDMENT

General Fund Categories	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
514 - LEGAL:						
Professional Svcs - Legal	60,000	10,848	70,848	70,847.37	0.63	0.00%
Professional Svcs - Other Legal	25,000	22,059	47,059	47,058.91	0.09	0.00%
TOTAL LEGAL	\$ 85,000	\$ 32,907	\$ 117,907	\$ 117,906.28	\$ 0.72	0.00%
515 - PLANNING & ZONING:						
Professional Svcs - Eng/Planning	8,000	(270)	7,730	7,730.00	-	0.00%
TOTAL PLANNING & ZONING	\$ 8,000	\$ (270)	\$ 7,730	\$ 7,730.00	\$ -	0.00%
519 - GENERAL GOVERNMENT:						
Regular Salaries & Wages	17,000	(629)	16,371	16,370.50	0.50	0.00%
FICA Taxes & Medicare	1,300	3,226	4,526	4,525.60	0.40	0.01%
Retirement	1,870	(1,011)	859	858.53	0.47	0.05%
Workers' Compensation	48	(7)	41	40.50	0.50	1.22%
Professional Svcs - Legal Other	-	51	51	50.01	0.99	1.94%
Professional Svcs - Medical	1,400	41	1,441	1,440.13	0.87	0.06%
Professional Svcs - IT	12,000	(9,606)	2,394	2,393.49	0.51	0.02%
Professional Svcs - Lobbyists	5,000	450	5,450	5,450.00	-	0.00%
Postage & Shipping	750	(9)	741	740.24	0.76	0.10%
Electric	30,000	(24,155)	5,845	5,844.78	0.22	0.00%
Water & Sewer	150	1,524	1,674	1,673.89	0.11	0.01%
Rented or Leased Equipment	4,200	(1,701)	2,499	2,498.14	0.86	0.03%
Rent Storage Facilities	-	5,011	5,011	5,010.62	0.38	0.01%
Insurance - Vehicles	-	59	59	58.52	0.48	0.81%
Insurance - Liability	352	(277)	75	75.00	-	0.00%
Insurance - Property	21,706	(15,051)	6,655	6,655.00	-	0.00%
Communications - Telephone	12,500	6,308	18,808	18,807.57	0.43	0.00%
R & M - Buildings	-	1,469	1,469	1,468.51	0.49	0.03%
R & M - Equipment	3,000	(1,170)	1,830	1,830.00	-	0.00%
Printing & Binding	1,000	(897)	103	102.10	0.90	0.87%
Promotional Activities	3,000	(1,547)	1,453	1,452.91	0.09	0.01%
Bank Charges & Fees	-	771	771	770.21	0.79	0.10%
Office Supplies	500	1,629	2,129	2,128.64	0.36	0.02%
Operating Supplies	500	1,380	1,880	1,879.61	0.39	0.02%
Memberships, Dues & Subscriptions	725	1,382	2,107	2,106.83	0.17	0.01%
Education & Trainins	150	(150)	-	-	-	-
Aids to Private Organizations	2,500	-	2,500	2,500.00	-	0.00%
Contingency	76,882	(76,882)	-	-	-	-
<i>Contingency includes: Hardening Project (\$913), Recreation field improvement (\$3,699), H.T.E. (\$12,300) PW Ed Burke Center improvements (\$6,500), PW Union Contract (\$8,419), Police Union Obligations (\$9,689), Code retirement payout (\$6,617), Police Workers Compensation Claim (\$28,745).</i>						
TOTAL GENERAL GOVERNMENT	\$ 196,533	\$ (109,791)	\$ 86,742	\$ 86,731.33	\$ 10.67	0.01%
521 - POLICE:						
Regular Salaries & Wages	594,076	(72,389)	521,687	521,686.86	0.14	0.00%
<i>Contingency - Police PBA Obligations (\$9,689)</i>						
Other Salaries & Wages	28,629	(16,417)	12,212	12,211.40	0.60	0.00%
Overtime	20,000	56,685	76,685	76,684.94	0.06	0.00%
Special Pay - Police Incentive	8,000	409	8,409	8,408.04	0.96	0.01%
Special Pay - Court Time	10,000	8,765	18,765	18,764.19	0.81	0.00%
FICA Taxes & Medicare	50,544	(4,570)	45,974	45,973.35	0.65	0.00%
Retirement	140,691	(20,287)	120,404	120,404.00	-	0.00%
Life & Health Insurance	48,180	(10,665)	37,515	37,514.25	0.75	0.00%
Workers' Compensation	23,658	(2,988)	20,670	20,670.00	-	0.00%
Unemployment Compensation	4,000	675	4,675	4,675.00	-	0.00%
Professional Svcs - Legal Other	1,000	8,301	9,301	9,300.56	0.44	0.00%
Professional Svcs - Medical	1,000	1,345	2,345	2,345.00	-	0.00%
Professional Svcs - IT	-	91	91	90.84	0.16	0.18%



2010-11 BUDGET AMENDMENT

521 - Police (con't)

General Fund Categories	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
Transcription Fees	2,000	(2,000)	-	-	-	-
Travel & Per Diem	1,000	(534)	466	466.00	-	0.00%
Rented or Leased Equipment	1,000	(617)	383	382.18	0.82	0.21%
Rent Storage Facilities	-	1,722	1,722	1,721.68	0.32	0.02%
Insurance - Vehicles	7,200	(1,570)	5,630	5,629.50	0.50	0.01%
Insurance - Liability	30,500	(1,912)	28,588	28,588.00	-	0.00%
Insurance - Old W.C. Claims	20,000	84,794	104,794	104,793.34	0.66	0.00%
<i>Contingency - Prior Year's Worker's Compensation Claim (\$28,745)</i>						
Insurance - Property	-	971	971	971.00	-	0.00%
Communications - Telephone	5,000	(2,908)	2,092	2,091.64	0.36	0.02%
R & M - Equipment	3,800	(2,671)	1,129	1,128.00	1.00	0.09%
R & M - Radios	1,000	(704)	296	295.25	0.75	0.25%
R & M Vehicles	13,300	507	13,807	13,806.69	0.31	0.00%
Printing & Binding	600	(458)	142	141.93	0.07	0.05%
Miscellaneous Charges	200	(51)	149	148.11	0.89	0.60%
Office Supplies	2,000	(1,267)	733	732.19	0.81	0.11%
Operating Supplies	3,500	(75)	3,425	3,424.80	0.20	0.01%
Uniforms & Clothing	5,400	455	5,855	5,854.79	0.21	0.00%
Gas & Oil	30,000	6,547	36,547	36,546.23	0.77	0.00%
Memberships, Dues & Subscriptions	1,500	43	1,543	1,542.48	0.52	0.03%
Education & Training	2,500	(1,568)	932	931.84	0.16	0.02%
Principal	48,255	(161)	48,094	48,093.21	0.79	0.00%
Interest	3,694	189	3,883	3,882.89	0.11	0.00%
Grant - Byrne 2011	-	3,329	3,329	3,328.74	0.26	0.01%
TOTAL POLICE	\$ 1,112,227	\$ 31,016	\$ 1,143,243	\$ 1,143,228.92	\$ 14.08	0.00%

524 - BUILDING DEPARTMENT:

Regular Salaries & Wages	29,641	-	29,641	29,640.00	1.00	0.00%
FICA Taxes & Medicare	2,267	(79)	2,188	2,187.16	0.84	0.04%
Retirement	3,260	(295)	2,965	2,964.03	0.97	0.03%
Life & Health Insurance	4,380	(728)	3,652	3,651.97	0.03	0.00%
Workers' Compensation Ins.	83	(13)	70	69.75	0.25	0.36%
Professional Svcs - IT	1,200	1,389	2,589	2,588.73	0.27	0.01%
Professional Svcs - Inspections	52,200	(94)	52,106	52,105.49	0.51	0.00%
Insurance - Liability	1,248	(1,119)	129	129.00	-	0.00%
Office Supplies	500	(410)	90	89.55	0.45	0.50%
Operating Supplies	1,200	(1,150)	50	49.00	1.00	2.00%
Memberships, Dues & Subscriptions	100	(100)	-	-	-	-
Education & Training	150	(150)	-	-	-	-
Equipment	-	637	637	636.80	0.20	0.03%
TOTAL BUILDING	\$ 96,229	\$ (2,112)	\$ 94,117	\$ 94,111.48	\$ 5.52	0.01%

529 - CODE ENFORCEMENT:

Regular Salaries & Wages	32,000	6,617	38,617	38,497.86	119.14	0.31%
<i>Contingency - Retirement Payout (\$6,617)</i>						
Other Salaries & Wages	6,000	(6,000)	-	-	-	-
FICA Taxes & Medicare	2,907	(61)	2,846	2,845.64	0.36	0.01%
Retirement	4,180	(1,219)	2,961	2,960.56	0.44	0.01%
Life & Health Insurance	4,380	(2,112)	2,268	2,267.29	0.71	0.03%
Workers' Compensation Ins.	1,079	(135)	944	943.50	0.50	0.05%
Postage & Shipping	300	(300)	-	-	-	-
Insurance - Vehicles	600	(342)	258	257.99	0.01	0.00%
Insurance - Liability	-	165	165	165.00	-	0.00%
Communications - Telephone	600	(97)	503	502.90	0.10	0.02%
R & M - Equipment	1,200	(1,200)	-	-	-	-
R & M - Vehicles	500	(145)	355	354.12	0.88	0.25%
Printing & Binding	150	(150)	-	-	-	-
Filing Fees - Liens	1,000	(1,000)	-	-	-	-
Office Supplies	200	(21)	179	178.30	0.70	0.39%
Uniforms & Clothing	125	146	271	270.03	0.97	0.36%
Gas & Oil	-	305	305	304.64	0.36	0.12%
Memberships, Dues & Subscriptions	100	(70)	30	30.00	-	0.00%
Education & Training	100	(100)	-	-	-	-
TOTAL CODE ENFORCEMENT	\$ 55,421	\$ (5,719)	\$ 49,702	\$ 49,577.83	\$ 124.17	0.25%



2010-11 BUDGET AMENDMENT

General Fund Categories	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
539 - PUBLIC WORKS:						
Regular Salaries & Wages	159,868	(3,320)	156,548	156,547.78	0.22	0.00%
<i>Contingency - Union Contract (\$8,419)</i>						
Overtime	600	91	691	690.97	0.03	0.00%
FICA Taxes & Medicare	12,230	(40)	12,190	12,189.94	0.06	0.00%
Retirement	17,585	(1,233)	16,352	16,351.60	0.40	0.00%
Life & Health Insurance	25,009	(5,012)	19,997	19,996.61	0.39	0.00%
Workers' Compensation Ins.	12,856	2,477	15,333	15,332.25	0.75	0.00%
Unemployment Compensation	4,000	(1,919)	2,081	2,080.00	1.00	0.05%
Communications - Telephone	3,000	(144)	2,856	2,855.38	0.62	0.02%
Communications - Radios	500	1,290	1,790	1,790.00	-	0.00%
Electric	2,700	(12)	2,688	2,687.35	0.65	0.02%
Water & Sewer	4,700	(2,719)	1,981	1,980.89	0.11	0.01%
Rented or Leased Equipment	4,000	(4,000)	-	-	-	-
Insurance - Vehicles	563	35	598	597.44	0.56	0.09%
Insurance - Liability	2,700	3,082	5,782	5,781.44	0.56	0.01%
Insurance - Property	-	975	975	975.00	-	0.00%
R & M - Land/Landscaping	5,000	9,328	14,328	14,327.40	0.60	0.00%
R & M - Summer Mowing	5,000	(3,246)	1,754	1,754.00	-	0.00%
R & M - Buildings	6,000	7,413	13,413	12,844.50	568.50	4.24%
<i>Contingency - Hardening Project (\$913); Ed Burke improvements (\$6,500)</i>						
R & M - Equipment	2,500	(1,641)	859	859.00	-	0.00%
R & M - Vehicles	625	5,373	5,998	5,997.49	0.51	0.01%
Office Supplies	1,200	(868)	332	331.09	0.91	0.27%
Operating Supplies	7,000	65	7,065	7,064.05	0.95	0.01%
Uniforms & Clothing	1,750	(701)	1,049	1,048.76	0.24	0.02%
Gas & Oil	2,000	1,065	3,065	3,064.74	0.26	0.01%
Education & Training	-	183	183	183.00	-	0.00%
TOTAL PUBLIC WORKS	\$ 281,386	\$ 6,522	\$ 287,908	\$ 287,330.68	\$ 577.32	0.20%
579 - RECREATION:						
Regular Salaries & Wages	32,168	877	33,045	33,044.70	0.30	0.00%
Other Salaries & Wages	24,000	(6,147)	17,853	17,852.28	0.72	0.00%
FICA Taxes & Medicare	4,297	(560)	3,737	3,736.20	0.80	0.02%
Retirement	6,178	(2,084)	4,094	4,093.21	0.79	0.02%
Life & Health Insurance	4,380	(870)	3,510	3,509.65	0.35	0.01%
Workers' Compensation Ins.	2,360	(617)	1,743	1,743.00	-	0.00%
Unemployment Compensation	-	7,029	7,029	7,028.87	0.13	0.00%
Electric	6,000	(1,115)	4,885	4,884.10	0.90	0.02%
Water & Sewer	700	(700)	-	-	-	-
Rented or Leased Equipment	750	(742)	8	7.57	0.43	5.38%
Insurance - Vehicles	592	254	846	845.23	0.77	0.09%
Insurance - Liability	1,200	(955)	245	245.00	-	0.00%
Insurance - Property	-	5,112	5,112	5,112.00	-	0.00%
Communications - Telephone	1,400	(23)	1,377	1,376.46	0.54	0.04%
R & M - Land	5,000	4,733	9,733	9,733.00	-	0.00%
<i>Contingency - Field Improvement (\$3,699)</i>						
R & M - Buildings	-	63	63	63.00	-	0.00%
R & M - Equipment	5,500	(2,420)	3,080	3,079.56	0.44	0.01%
R & M - Vehicles	300	(242)	58	57.45	0.55	0.95%
Printing & Binding	300	(248)	52	51.21	0.79	1.52%
Misc - Concession Purchases	3,800	(481)	3,319	3,318.42	0.58	0.02%
Misc - Special Events	3,000	1,312	4,312	4,312.00	-	0.00%
Office Supplies	500	(224)	276	275.04	0.96	0.35%
Operating Supplies	500	160	660	659.70	0.30	0.05%
Uniforms & Clothing	200	-	200	200.00	-	-
Gas & Oil	250	383	633	632.29	0.71	0.11%
Janitorial Supplies	-	194	194	193.89	0.11	0.06%
Memberships, Dues & Subscriptions	300	(175)	125	125.00	-	0.00%
Education & Training	200	190	390	390.00	-	0.00%
TOTAL RECREATION	\$ 103,875	\$ 2,704	\$ 106,579	\$ 106,568.83	\$ 10.17	0.01%
TOTAL EXPENDITURES/EXPENSES	\$ 2,257,080	\$ (37,894)	\$ 2,219,186	\$ 2,217,474.35	\$ 1,711.65	0.08%
NET INCOME	\$ -	\$ -	\$ -	\$ (51,255.21)	\$ (51,255.21)	



2010-11 BUDGET AMENDMENT

ROAD FUND – AMENDMENT DETAIL

Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
REVENUES:						
Local Option Gas Tax	22,266	33,907	56,173	56,590.71	417.71	0.74%
New Local Option Gas Tax	57,984	(35,925)	22,059	22,059.69	0.69	0.00%
FDOT 6 Avenue Median Maintenance	3,980	(3,980)	-	-	-	-
State Revenue Sharing	25,366	2,247	27,613	27,613.38	0.38	0.00%
Miscellaneous	-	25	25	25.00	-	0.00%
Fund Balance	8,762	-	8,762	8,762.00	-	0.00%
TOTAL REVENUES	\$ 118,358	\$ (3,726)	\$ 114,632	\$ 115,050.78	\$ 418.78	0.37%

Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
EXPENDITURES/EXPENSES:						
541 - STREETS AND ROADS						
Regular Salaries & Wages	59,656	1,634	61,290	61,289.94	0.06	0.00%
Overtime	-	286	286	285.49	0.51	0.18%
FICA Taxes & Medicare	4,564	104	4,668	4,667.27	0.73	0.02%
Workers' Compensation Ins.	6,562	(2,063)	4,499	4,498.50	0.50	0.01%
Life & Health Insurance	10,314	(4,563)	5,751	5,750.11	0.89	0.02%
Retirement	6,794	(1,551)	5,243	5,242.45	0.55	0.01%
Professional Services - Audit	1,000	-	1,000	1,000.00	-	0.00%
Rented or Leased Equipment	1,500	(1,500)	-	-	-	-
Insurance - Vehicles	1,424	(464)	960	959.92	0.08	0.01%
Insurance - Liability	1,732	27	1,759	1,759.00	-	0.00%
R & M - Equipment	1,200	1,234	2,434	2,433.06	0.94	0.04%
R & M - Vehicles	300	2,809	3,109	3,108.32	0.68	0.02%
Operating Supplies	350	1,887	2,237	2,236.86	0.14	0.01%
Uniforms & Clothing	700	1,242	1,942	1,941.49	0.51	0.03%
Gas & Oil	500	2,772	3,272	3,271.33	0.67	0.02%
Road Materials & Supplies	7,616	(5,605)	2,011	2,010.50	0.50	0.02%
Education & Training	-	25	25	25.00	-	0.00%
Administration Fee - General Fund	14,146	-	14,146	14,146.00	-	0.00%
TOTAL EXPENDITURES/EXPENSES	\$ 118,358	\$ (3,726)	\$ 114,632	\$ 114,625.24	\$ 6.76	0.01%

NET INCOME	\$ -	\$ -	\$ -	\$ 425.54	\$ 425.54	
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2010-11 BUDGET AMENDMENT

POLICE FORFEITURE FUND – AMENDMENT DETAIL

Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
REVENUES:						
State Forfeitures	5,000	(4,170)	830	830.00	-	0.00%
Federal Forfeitures	20,000	(10,005)	9,995	9,995.19	0.19	0.00%
Interest Earnings	-	37	37	37.69	0.69	1.86%
TOTAL REVENUES	\$ 25,000	\$ (14,138)	\$ 10,862	\$ 10,862.88	\$ 0.88	0.01%

Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
EXPENDITURES/EXPENSES:						
521 - POLICE						
Rent Storage Facilities	-	3,630	3,630	3,630.00	-	0.00%
Communications - Telephone	-	1,325	1,325	1,324.64	0.36	0.03%
Printing & Binding	-	102	102	101.99	0.01	0.01%
Operating Supplies	-	95	95	95.00	-	0.00%
Uniforms & Clothing	-	2,181	2,181	2,180.13	0.87	0.04%
Memberships	-	375	375	375.00	-	0.00%
Code Enforcement - Telephone	-	4	4	3.63	0.37	9.25%
Unappropriated Contingency	25,000	(21,850)	3,150	-	3,150.00	100.00%
TOTAL EXPENDITURES/EXPENSES	\$ 25,000	\$ (14,138)	\$ 10,862	\$ 7,710.39	\$ 3,151.61	29.02%

NET INCOME	\$ -	\$ -	\$ -	\$ 3,152.49	\$ 3,152.49	
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2010-11 BUDGET AMENDMENT

CITT FUND – AMENDMENT DETAIL

Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
REVENUES:						
Transit Surtax	73,322	-	73,322	80,835.00	7,513.00	10.25%
Interest Earnings	200	(26)	174	174.01	0.01	0.01%
Fund Balance	170,000	-	170,000	170,000.00	-	0.00%
TOTAL REVENUES	\$ 243,522	\$ (26)	\$ 243,496	\$ 251,009.01	\$ 7,513.01	3.09%
Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
EXPENDITURES/EXPENSES:						
534 - SANITATION/GARBAGE						
Contingency	-	1,178	1,178	1,177.58	0.42	0.04%
539 - PUBLIC WORKS						
R & M - Summer Mowing	-	8,770	8,770	8,770.00	-	0.00%
544 - TRANSIT/TRANSPORTATION						
Regular Salaries & Wages	12,480	-	12,480	-	12,480.00	100.00%
FICA Taxes & Medicare	955	-	955	-	955.00	100.00%
Retirement	1,373	(100)	1,273	-	1,273.00	100.00%
Workers' Compensation Ins.	1,005	188	1,193	1,192.50	0.50	0.04%
Contract Services - NOMI	-	3,000	3,000	3,000.00	-	0.00%
Electric	-	26,012	26,012	21,953.74	4,058.26	15.60%
Insurance - Vehicles	500	475	975	974.56	0.44	0.05%
Insurance - Liability	-	1,580	1,580	1,580.00	-	0.00%
R & M - Vehicles	500	-	500	153.40	346.60	69.32%
Gas & Oil	2,600	(2,500)	100	-	100.00	100.00%
Contingency	46,423	(34,800)	11,623	11,593.60	29.40	0.25%
Principal	7,446	(3,800)	3,646	3,631.83	14.17	0.39%
Interest	240	(29)	211	210.96	0.04	0.02%
Transfer to Capital Projects Fund	170,000	-	170,000	170,000.00	-	0.00%
TOTAL TRANSIT & TRANS	\$ 243,522	\$ (9,974)	\$ 233,548	\$ 214,290.59	\$ 19,257.41	8.25%
TOTAL EXPENDITURES/EXPENSES	\$ 243,522	\$ (26)	\$ 243,496	\$ 224,238.17	\$ 19,257.83	7.91%
NET INCOME	\$ -	\$ -	\$ -	\$ 26,770.84	\$ 26,770.84	



2010-11 BUDGET AMENDMENT

CAPITAL FUND – AMENDMENT DETAIL

Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
REVENUES:						
Grant - 2008 Fla Stormwater	200,000	(191,894)	8,106	-	(8,106.00)	0.00%
State - Emergency Management	-	60,000	60,000	60,000.00	-	0.00%
County - Safe Neighborhood Grant	-	43,207	43,207	43,207.66	0.66	0.00%
Miscellaneous	-	250	250	250.00	-	0.00%
Transfer In - CITT Fund	170,000	-	170,000	170,000.00	-	0.00%
TOTAL REVENUES	\$ 370,000	\$ (88,437)	\$ 281,563	\$ 273,457.66	\$ (8,105.34)	-2.88%

Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
EXPENDITURES/EXPENSES:						
Grant - 2008 Drainage	370,000	(200,488)	169,512	169,511.43	0.57	0.00%
Recreation Improvement - EOC	-	28,809	28,809	28,808.14	0.86	0.00%
Building - Public Works	-	45,832	45,832	45,831.30	0.70	0.00%
Recreation Improvement - Pavilion	-	37,410	37,410	37,409.67	0.33	0.00%
TOTAL EXPENDITURES/EXPENSES	\$ 370,000	\$ (88,437)	\$ 281,563	\$ 281,560.54	\$ 2.46	0.00%
NET INCOME	\$ -	\$ -	\$ -	\$ (8,102.88)	\$ (8,102.88)	



2010-11 BUDGET AMENDMENT

SANITATION FUND – AMENDMENT DETAIL

Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
REVENUES:						
Sanitation Assessment	727,074	(21,417)	705,657	705,657.13	0.13	0.00%
Discount on Early Payment	(19,995)	(4,618)	(24,613)	(24,612.23)	0.77	0.00%
Domestic Trash/Lot Clearing	5,000	1,726	6,726	6,726.50	0.50	0.01%
TOTAL REVENUES	\$ 712,079	\$ (24,309)	\$ 687,770	\$ 687,771.40	\$ 1.40	0.00%

Description	Adopted Budget	Year-end Amendment	Amended Budget	Actual Year-end	Difference	% Var.
EXPENDITURES/EXPENSES:						
534 - SANITATION/GARBAGE						
Regular Salaries	135,382	5,228	140,610	140,609.95	0.05	0.00%
Fica Taxes & Medicare	10,357	347	10,704	10,703.61	0.39	0.00%
Retirement	14,892	(2,000)	12,892	11,930.43	961.57	7.46%
Employee Health Benefits	30,942	(11,000)	19,942	18,878.76	1,063.24	5.33%
Workers Compensation	15,409	(2,000)	13,409	12,934.50	474.50	3.54%
Accounting & Audit Svc	5,000	(1,000)	4,000	4,000.00	-	0.00%
Landfill Tipping Fees	185,000	(5,000)	180,000	178,264.50	1,735.50	0.96%
Recycling Contract	35,000	-	35,000	35,000.00	-	0.00%
Communications - Telephone	-	2,000	2,000	2,000.00	-	0.00%
Admin Fee - County Billing	14,600	(2,481)	12,119	6,462.46	5,656.54	46.67%
Communications - Radio	1,200	-	1,200	440.00	760.00	63.33%
Postage & Shipping	-	202	202	201.50	0.50	0.25%
Electric	-	2,000	2,000	2,000.00	-	0.00%
Water & Sewer	-	1,500	1,500	1,500.00	-	0.00%
Insurance Vehicles	8,500	(1,050)	7,450	1,936.84	5,513.16	74.00%
Insurance Liability	5,000	277	5,277	5,277.00	-	0.00%
R&M Buildings	-	2,000	2,000	2,000.00	-	0.00%
R&M Vehicles	15,800	3,906	19,706	19,705.95	0.05	0.00%
Advertising	75	-	75	-	75.00	100.00%
Office Supplies	250	-	250	-	250.00	100.00%
Operating Supplies	2,500	759	3,259	3,258.69	0.31	0.01%
Uniforms & Clothing	2,100	333	2,433	2,432.52	0.48	0.02%
Gas / Oil	12,000	2,456	14,456	14,456.00	-	0.00%
Depreciation - Equipment	12,600	-	12,600	12,517.20	82.80	0.66%
Principal	27,020	-	27,020	26,359.18	660.82	2.45%
Interest	871	661	1,532	1,531.10	0.90	0.06%
Contingency	21,447	(21,447)	-	-	-	-
Admin Fee - General Fund	57,794	-	57,794	57,794.00	-	0.00%
Admin Fee - Public Works	98,340	-	98,340	98,340.00	-	0.00%
TOTAL EXPENDITURES/EXPENSES	\$ 712,079	\$ (24,309)	\$ 687,770	\$ 670,534.19	\$ 17,235.81	2.51%
NET INCOME	\$ -	\$ -	\$ -	\$ 17,237.21	\$ 17,237.21	

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ORDINANCE NO. 2011-06

**AN ORDINANCE OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO
SECTION 166.041, FLORIDA STATUTES, TO AMEND
ORDINANCE 2010-12 ADOPTED ON SEPTEMBER 21, 2010
FINALIZING AND ADOPTING THE ANNUAL OPERATING
BUDGET FOR FISCAL YEAR 2010-2011, BY AMENDING
VARIOUS PARTS OF THE BUDGET CONSISTENT WITH
EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR
CONFLICT; PROVIDING FOR SEVERABILITY;
PROVIDING FOR AN EFFECTIVE DATE**

15 WHEREAS, in accordance with the Village of Biscayne Park's Charter and all laws of
16 the State of Florida, on September 21, 2010, the Village Commission finalized and adopted its
17 operating budget for Fiscal Year 2010-2011, which is incorporated herein; and

18 WHEREAS, the Village Commission acknowledges that amendments are required to the
19 Annual Operating Budget for Fiscal Year 2010-2011, as designated in Exhibit "A", attached
20 hereto;

21 NOW, THEREFORE BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE
22 VILLAGE OF BISCAYNE PARK, FLORIDA,:

23
24 **Section 1.** Each and all the foregoing Whereas clauses are true and correct and are
25 incorporated herein.

26 **Section 2.** That the Annual Operating Budget Fiscal Year 2010-2011, approved by
27 the Village Commission on September 21, 2010, is amended as designated in Exhibit "A",
28 attached hereto.

29 **Section 3.** The Village Commission hereby ratifies and confirms all other provisions
30 of Ordinance 2010-12.

1 **Section 4.** **Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or
2 parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such
3 conflict.

4 **Section 5.** **Severability.** The provisions of this Ordinance are declared to be
5 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
6 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
7 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it
8 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
9 part.

10 **Section 6.** **Effective Date.** This Ordinance shall be effective upon adoption at
11 second reading.

12
13 The foregoing Ordinance was offered by _____, who moved its adoption.
14 The motion was seconded by _____ and upon being put to a vote, the vote was as
15 follows:

**The foregoing ordinance upon being put
to a vote, the vote was as follows:**

16 _____
17 Roxanna Ross, Mayor

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commissioner Childress: _____
Commission Cooper: _____

18
19
20
21
22
23
24 Attest:
25
26
27 _____
28 Village Clerk

1 Approved as to form:

2

3

4

5 John J. Hearn, Village Attorney

6

7



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

María Camara
Village Clerk

October 20, 2011

To: Mayor Roxana Ross
Vice Mayor Bob Anderson
Commission Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Ordinance 2011-02 Definitions for Fences and Corner Side Yards

Background Analysis:

In April 2008, the Village Commission created a Code Review Board and appointed members to perform a comprehensive review of the Municipal Code of the Village of Biscayne Park and to provide updates and revisions as needed.

While the Board continues to meet regularly to complete their review, a request was given to the Board at the end of 2010 to bring forward their recommended changes for definitions of fences, fencing allowances for corner side yards, and hedge height restrictions. This was due mainly to the number of requests from residents to seek variances on these specific items.

In February 2011, the Code Review Board brought forward their recommended changes at the February 1st regular commission meeting. At that meeting, additional changes were recommended and discussed and it was determined that a resident workshop would be scheduled. The workshop took place on February 24th, and the Code Review Board continued their regular meetings following that workshop and their recommendations were presented at the first reading of this ordinance on July 12, 2011.

Further changes were discussed by the Commission at first reading, and the ordinance was amended to include those changes approved by consensus. At the second reading of the ordinance on August 2nd, a motion was made to defer the second reading to date certain November 1, 2011 and instructing Village Attorney Boutsis to work with the Code Review Board to improve the language. Attorney Boutsis met with the Board and at the September 21, 2011 meeting of the Code Review Board, the updated version was unanimously accepted.

Fiscal/Budgetary Impact:

None

Manager Recommendation

Page 1 of 2

Manager Recommendation:

Manager recommends that the Commission take the Code Review Board's proposed recommendations and along with resident input, make their decision taking into consideration the safety and privacy of all residents of the Village, and the overall aesthetics of the Village of Biscayne Park.

Ordinance 2011-02

Tracked Changes

ORDINANCE NO. 2011-2

1
2
3 AN ORDINANCE OF THE VILLAGE COMMISSION OF THE
4 VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING
5 CHAPTER 2 OF THE VILLAGE OF BISCAYNE PARK LAND
6 DEVELOPMENT CODE ENTITLED "DEFINITIONS" BY
7 ADDING DEFINITIONS FOR FENCES AND CORNER SIDE
8 YARDS AND AMENDING THE DEFINITION FOR HEDGE;
9 AMENDING CHAPTER 11 OF THE VILLAGE OF BISCAYNE
10 PARK LAND DEVELOPMENT CODE ENTITLED "ACCESSORY
11 STRUCTURES" BY AMENDING SECTION 11.6; ADDRESSING
12 CORNER SIDE FENCES AND WALLS, HEIGHT, AND RELATED
13 CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING
14 FOR INCLUSION; PROVIDING FOR CONFLICT; PROVIDING
15 FOR AN EFFECTIVE DATE
16

17 WHEREAS, the Code Review Committee has provided suggested changes to the Village
18 Land Development Code which address fences, walls and hedges; and

19 WHEREAS, the Village Commission is aware that citizens have had issues when
20 attempting to locate corner side fences and certain fence materials on their property; and

21 WHEREAS, the Village Commission deems it to be in the best interests of the citizens of
22 Biscayne Park to amend the Village's Land Development Code to add certain definitions and to
23 address fences, walls, and hedges; now, therefore

24 BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF
25 BISCAYNE PARK, FLORIDA, AS FOLLOWS:

26 Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as
27 being true and correct and are hereby made a specific part of this Ordinance upon adoption
28 hereof.

29 Section 2. Chapter 2 of the Village of Biscayne Park Land Development Code is
30 hereby amended to read as follows:

Page 1 of 8
Additions shown by underlining and deletions shown by ~~overstriking~~.

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* * *

2.2.26 F.S.: The abbreviation "F.S." shall mean the latest edition or supplement of the Florida Statutes.

2.2.26 Fence: A constructed barrier, including gates, erected to enclose, screen or separate an area.

Deleted: n artificially

* * *

2.2.31 Hedge: A dense row of shrubs or low trees in excess of eight (8) feet in length which constitutes a barrier. A planting of vegetation, with or without openings and regardless of width that constitutes a barrier more than six feet in length.

Deleted: ¶
¶

Deleted: A continuous planting of shrubs constituting a visual screen serving a function similar to a fence or wall.¶

* * *

2.2.70 Yard: An open space on the same lot with a building, said space being unoccupied and unobstructed from the ground upward, except as otherwise permitted herein. A front, rear or side yard shall be defined as that open space adjoining a front, rear, or side lot line respectively.

2.2.71 Year: The word "year" shall mean a calendar year, unless otherwise specified.

Deleted: ¶

2.2.71 Yard, corner side: The open space between the closest point of the principal building and the side line of the lot which abuts a street and extending from the front line of the building to the rear property line.

Deleted: ¶

Section 3. Chapter 11 of the Village of Biscayne Park Land Development Code is

hereby amended to read as follows:

* * *

11.6 Fences, walls and hedges.

11.6.1 Location.

(a) Except as otherwise provided in Section 11.6 below, All fences, walls and hedges may are to be located within any yard including upon up to the property line thereof. No such wall, fence or hedge shall extend beyond an official right-of-way OR PROPERTY line.

Comment [e1]: When discretion should not use "shall. Recommend "are to be" If go with shores definitions, change property line to plot line.....

Deleted: shall

Deleted: ¶

(b) When a fence, wall or hedge is placed on a property line abutting an alley, whether it be on an alley or a front property line, at least forty (40) square feet, a minimum of four (4) feet deep, of open space must be left for the temporary storage of trash and garbage containers.

Comment [e2]: If to keep existing language - recommend putting this description in of 4 by 10, rather than another clause ... as written... I think it just makes the sentence cumbersome.

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1 (c) No walls or fences may be located in the front yard.

Comment [e3]: No walls or gates in front per the Village Commission.

2
3 (d) On corner lots, fences and walls may be located in the corner side yard but may be no
4 closer than three (3) feet from the corner side yard property line. Fences and walls may extend
5 into the front yard beginning at the corner, where the two walls meet, of the building closest to
6 the corner side yard property line or interior side yard property line, but not both, up to fifteen
7 (15) feet, but no closer than fifteen (15) feet to the front yard property line. ~~One fence may~~
8 ~~extend into either the corner side yard or interior side yard, but not both.~~ Fences are not
9 permitted between the front CORNERS OF THE BUILDING CLOSEST TO THE SIDE
10 PROPERTY LINES and the front property line. A landscape buffer must be provided between
11 the fence and the side and front property lines. (See Diagram 3 Corner lot Fences / Walls)

Deleted: (c) On interior and corner lots, walls may be located in the front yard but may be no closer than eight (8) feet from the Front paved street edge and three (3) feet from the corner side property line. (See Diagram 1 Interior lot Walls and Diagram 2 Corner lot Walls)

Comment [e4]: Question is this to mean 3 feet parallel line away from the plot line? Maybe can say 3 foot offset from the plot lines?

Deleted: facade

Deleted: of the building

13
14 (e) All fences, walls, hedges and gates must conform to the clear visibility triangle set
15 forth in Chapter 5.4.1 of the Land Development Code. (See Diagram 4 Visibility Triangle)

Deleted: (e) Driveway and pedestrian gates may be located in the front yard and corner side yard provided they are attached or abutt, as applicable on each side to a wall, fence or hedge. Driveway gates are permitted.¶

16
17 (f) All fences, walls, and gates require a permit and approval by the Planning Board.

... (1) Driveway gates may be no closer than 20 feet from the paved street.¶

... (2) Vehicular stopping or blocking of the public street or sidewalk to open the driveway gate is prohibited.¶

... (3) The driveway gate may not open outwards, towards the right-of-way.¶

18
19 **11.6.2 Height.**

20
21 (a) The height of any hedge shall not exceed four (4) feet when located between the
22 building and any paved street. Fences and walls, when located between the building and the
23 interior side and the rear other property lines, fences and walls shall not exceed six (6) feet in
24 height, and hedges shall not exceed eight (8) feet in height.

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25
26 (b) The inside Through Lots on Northeast 11 Place and Northeast 11 Court from
27 Northeast 119 Street to Northeast 121 Street shall be allowed the six-foot height from the
28 building to and parallel to the rear property line.

Comment [e5]: Is the Code allowing a rear yard pedestrian gate? Or a rear yard driveway gate?

Deleted: ¶

Deleted: (h) Gates.¶

... (1) Pedestrian gates shall only be made of wood, composite material, vinyl or metal.¶

... (2) Driveway gates shall only be constructed of metal and shall be of an open "picker" design.¶

¶ ... [1]

29
30 (c) Properties abutting the FEC corridor shall be permitted to erect a fence or wall up to
31 ten (10) feet in height only on the side abutting the FEC corridor.

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32
33 (d) Pedestrian gates located in the front yard shall not exceed the height of four feet six
34 inches (4'6")

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Deleted: Pedestrian

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35
36 (e) The existing hedges on Lot 30, Block 23 of Biscayne Park Estates amended shall not be
37 affected by the height requirement only for so long as the garbage and trash trucks are parked
38 there. When the trucks are no longer allowed there, the hedges shall conform to all the provisions
39 of this chapter.

Deleted: Walls located in the front yard may not exceed three (3) feet in height. Pedestrian or driveway gates local ... [2]

40 (e) On corner side yards, fences and walls may be four (4) feet in height when set back
41 three (3) feet from the corner side yard property line and fifteen (15) feet forward from the front
42 corner of the building as described in 11.6.1(d). The height of the fence or wall may be
43 increased one (1) foot for each additional two (2) feet setback from the dimensions described

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1 above with a maximum height of six (6) feet. Fences and walls in the corner side yard must be
2 of a continuous height.

3
4 **11.6.3 Construction.** Fences and walls may be constructed of wood, concrete, composite
5 materials, vinyl, metal or wire, and shall be constructed so as to discourage climbing ~~be non-~~
6 ~~climbable~~ and be constructed of one (1) material type except where specifically permitted herein.

7
8 (a) Wood fences are to be constructed with pressure treated pine, cedar, redwood or
9 other rot resistant wood in according to the South Florida Building Code. Wood fences shall be
10 finished with a stain, wood preservative, or sealer, or paint. Paint Stain colors require a separate
11 permit and approval by the planning board. Planks shall have a minimum nominal thickness of
12 1" (3/4" actual) and post shall not be less than a nominal 4" by 4". Only galvanized or stainless
13 HARDWARE AND FASTENERS are permitted. Fences shall be constructed to be level and
14 plumb. Gates shall be diagonally braced to prohibit sagging. Fences shall be of one color except
15 where masonry or concrete pillars are used in conjunction with fences where the pillars may be
16 of one color and the fence portions another color.

Deleted: shall

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Deleted: steel screws and bolts

17
18
19 (b) Walls may be constructed of the following materials and must conform to the
20 construction requirement of the South Florida Building Code and shall be of a consistent design
21 and color of the dwelling.

22
23 (i) Coral rock. Walls constructed of stone shall be of a consistent type.

24
25 (ii) Concrete block ~~is to be stuccoed~~ WITH a smooth stucco finish or texture on all faces
26 that reflects the finish of the dwelling, and be and combined with one (1) or more of the
27 other construction materials listed in this subsection or ornamental wrought iron,
28 ornamental aluminum, cast iron or cast aluminum or other a stucco treatments designed
29 to impact an additional architectural interest. Walls constructed of decorative masonry
30 units shall be of a uniform type and color.

Deleted: on both sides with a concrete cap.

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31 (iii) Slump brick.

32 (iv) Used red bricks, limed red bricked or cement bricks appropriately painted.

33
34 (v) Precast concrete caps may be used in combination with the preceding wall types.
35 Precast walls are only permitted on property lines parallel to the FEC corridor.

36
37 (c) Composite and vinyl fences shall be made of Miami-Dade County approved
38 materials for fencing.

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1 (d) Metal fences shall be made of aluminum, wrought iron ~~and~~, galvanized steel or
2 marine grade stainless steel and shall be of one (1) color. IRON AND STEEL FENCES, WITH
3 THE EXCEPTION OF CHAIN LINK, SHALL BE PAINTED (OR FINISHED). Words and
4 pictorial images are not permitted except for one location on the gate or fence where the street
5 numbers are permitted. Post caps, scrolls, and studs are part of the overall allowable height.
6 Metal fences may only be of one color.

7
8 (e) (e) Wire fences shall be of chain-link or diamond weave of heavy galvanized material or
9 material of equal strength and shall have top rails. All posts shall be set in concrete so as to be
10 secure and safe. Decorative inserts/privacy slats are not permitted except where fences are
11 parallel to the FEC corridor. The decorative face of a fence is to face the street or exterior of the
12 property.

13
14 (f) Gates.

15
16 (1) Pedestrian gates shall only be made of wood, composite material, vinyl or
17 metal.

18
19 (d) (g) All parts of the wall or fence, including uprights, posts and vertical and horizontal
20 and structural supports shall be on applicant's side of the fence or wall. No part of the fence or
21 wall shall protrude into the adjacent property or public right-of-way.

22
23 (e) (h) Each application shall be consistent with Village building permit requirements. The
24 fence shall be so designed to be suitable and compatible with surrounding areas.

25
26 **11.6.4 Chain-link, wooden fences, and walls prohibited in certain areas.**

27
28 (a) Chain-link, wooden fences, and walls and/or wire fences shall not be permitted in
29 front yards and corner side yards or when they extend farther toward the front and side front
30 property lines than the front corner of the building closest to the side property line. Chain link
31 fences shall not be permitted parallel to the abutting right of way except on the rear, Interior
32 property lien or alley.

33
34 (b) All fences that are existing at the time of adoption of Ordinance 244 (5, 1988) shall
35 be allowed to remain until such time that they deteriorate.

36
37 **11.6.5 Electric or barbed wire prohibited.** No fence shall be constructed with barbed wire and
38 no fence charged with electricity shall be erected.

39
40 **11.6.6 Non-conforming fences and walls.** Any fence or wall which has been properly
41 permitted and approved by the Village prior to the passage of Ordinance 2011-2 and which does
42 not comply with the requirements of this ordinance, shall be considered a legal, non-conforming

Comment [e6]: Is the Code allowing a rear yard pedestrian gate? Or a rear yard driveway gate?

Comment [e7]: I included "wall or "

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Comment [e8]: This language was a change requested by the Village Commission that I originally had incorrect. Per minutes, this is the preferred language of the Commission.

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Deleted: fence construction documents and site plan

Deleted: shall be submitted with each application for building permit.

Comment [e9]: So, if allowed at rear, then it would be rear plot lone. No further description needed.

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1 structure. Such non-conforming structure may be continued until such fence or wall is damaged
2 or in disrepair has deteriorated to the extent of more than twenty five percent (25%). All existing,
3 unpermitted, or with no proof of permitting, fences and walls that existed prior to the adoption
4 of Ordinance 244 (5.1988), shall not be required to be removed unless and until such time that
5 they deteriorate to the extent of more than twenty five percent (25%). Replacement of any fence
6 or wall shall require a permit, and compliance with this Code. At that time, such fence or wall
7 must be removed in its entirety. In addition, such fences or walls may not be enlarged, extended,
8 reconstructed, or structurally altered, or repaired more than twenty five percent (25%) fifty
9 percent (50%), unless such change would place the fence or wall into compliance with this
10 Section.

11 -----
12 11.6.7 Maintenance.

- 13 (a) Fences and walls shall be maintained free of rot, mold, rust and graffiti, and shall be
14 repaired if not straight, plumb and level.
15 (b) FENCES AND WALLS shall be recoated or cleaned when there is excessive
16 discoloration, fading, peeling or general deterioration.
17 (c) Fences, walls and hedges shall be kept free of weeds.
18 (d) Fences and walls that are not structural sound and present a threat to public safety shall
19 be repaired or removed.
20 (e) Hedges shall not extend over or into the public right-of-way for the full height of the
21 hedge.
22 (f) If a wall is to be placed on a shared property line, consent for access must be obtained
23 from the adjoin property owner(s) prior to finishing the opposite side of the wall. If such
24 consent cannot be obtained, the property owner erecting the wall must present proof that
25 a request for access approval was mailed to every adjacent property owner, by certified
26 mail, return receipt requested, to the mailing address(es) as listed in the most current
27 Miami-Dade County tax roll, and the mailing was returned undeliverable or the adjacent
28 property owner(s) failed to respond to the request within thirty (30) days after receipt.
29 Upon such a showing, the property owner erecting or maintaining the wall shall not be
30 required to finish the opposite side of the wall.

Deleted: All existing, unpermitted, or with no proof of permitting, fences and walls that existed prior to the adoption of Ordinance 244 (5.1988), shall not be required to be removed unless and until such time that they deteriorate to the extent of more than twenty five percent (25%). Replacement of any fence or wall shall require a permit, and compliance with this Code.¶

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33 11.6.8 Village Public Works and Ed Burke Park properties shall be exempt from the wall, fence
34 and hedge material, height and location requirements as these sites are for governmental uses
35 located within residential districts and should either be screened from the public or separated due
36 to the activities on site. The Village public works property should maintain a driveway gate, and
37 a six foot screened fence, wall or hedge around the perimeter of the property work yard to screen
38 the site and to protect the site from the community.

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41 Section 3. Severability. Should any section, provision, paragraph, sentence, clause of

42 word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction

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1 to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall
2 not affect the validity of the remaining portions or applications of this Ordinance.

3 Section 4. Codification. It is the intention of the Village Commission of the Village of
4 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of
5 Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be
6 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other
7 word or phrase in order to accomplish such intention.

8 Section 5. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts
9 thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

10 Section 6. Effective Date. This Ordinance shall become effective immediately upon its
11 passage and adoption.

12 The foregoing Ordinance was offered by Commissioner _____, who moved its
13 adoption. The motion was seconded by _____ and upon being put to a vote,
14 the vote was as follows:

**The foregoing ordinance upon being put
to a vote, the vote was as follows:**

15 _____
16
17
18
19
20 Roxanna Ross, Mayor

Mayor Ross _____
Vice Mayor Bernard _____
Commissioner Anderson _____
Commissioner Cooper _____
Commission Childress _____

21 Attest:
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26 _____
27 Maria Camara, Village Clerk

28
29 Approved as to form:
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2 Village Attorney
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(h) Gates.

(1) Pedestrian gates shall only be made of wood, composite material, vinyl or metal^[e1].

(2) Driveway gates shall only be constructed of metal and shall be of an open "picket" design.

(3) If a property is to maintain both a driveway and a pedestrian gate they shall be of a consistent material, design and color to each other.

Walls located in the front yard may not exceed three (3) feet in height. Pedestrian or driveway gates located in the front yard shall not exceed the height of three (3) feet on the side attached or abutting the wall or hedge, but may be arched to a maximum of four (4) feet six (6) inches at the center of the arch.

Ordinance 2011-02

Clean Version

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ORDINANCE NO. 2011-02

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "DEFINITIONS" BY ADDING DEFINITIONS FOR FENCES AND CORNER SIDE YARDS AND AMENDING THE DEFINITION FOR HEDGE; AMENDING CHAPTER 11 OF THE VILLAGE OF BISCAYNE PARK LAND DEVELOPMENT CODE ENTITLED "ACCESSORY STRUCTURES" BY AMENDING SECTION 11.6; ADDRESSING CORNER SIDE FENCES AND WALLS, HEIGHT, AND RELATED CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Code Review Committee has provided suggested changes to the Village Land Development Code which address fences, walls and hedges; and

WHEREAS, the Village Commission is aware that citizens have had issues when attempting to locate corner side fences and certain fence materials on their property; and

WHEREAS, the Village Commission deems it to be in the best interests of the citizens of Biscayne Park to amend the Village's Land Development Code to add certain definitions and to address fences, walls, and hedges; now, therefore

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Chapter 2 of the Village of Biscayne Park Land Development Code is hereby amended to read as follows:

* * *

1
2 2.2.26 *Fence*: A constructed barrier, including gates, erected to enclose, screen or separate an
3 area.

4
5 * * *

6
7 2.2.31 *Hedge*: - A planting of vegetation, with or without openings and regardless of width that
8 constitutes a barrier more than six feet in length.

9
10 * * *

11
12 2.2.70 *Yard*: An open space on the same lot with a building, said space being unoccupied and
13 unobstructed from the ground upward, except as otherwise permitted herein. A front, rear or side
14 yard shall be defined as that open space adjoining a front, rear, or side lot line respectively.

15
16 2.2.71 *Yard, corner side*: The open space between the closest point of the principal building and
17 the side line of the lot which abuts a street and extending from the front line of the building to the
18 rear property line.

19
20 **Section 3.** Chapter 11 of the Village of Biscayne Park Land Development Code is

21 hereby amended to read as follows:

22 * * *

23 **11.6 Fences, walls and hedges.**

24
25 **11.6.1 Location.**

26
27 (a) Except as otherwise provided in Section 11.6 below, All fences, walls and hedges
28 are to be located within any yard up to the property line thereof. No such wall, fence or hedge
29 shall extend beyond an official right-of-way or property line.

30
31 (b) When a fence, wall or hedge is placed on a property line abutting an alley, at least
32 forty (40) square feet, a minimum of four (4) feet deep, of open space must be left for the
33 temporary storage of trash and garbage containers.

34
35
36 (c) No walls or fences may be located in the front yard.

37
38 (d) On corner lots, fences and walls may be located in the corner side yard but may be no
39 closer than three (3) feet from the corner side yard property line. Fences and walls may extend
40 into the front yard beginning at the corner, where the two walls meet, of the building closest to
41 the corner side yard property line or interior side yard property line, but not both, up to fifteen
42 (15) feet, but no closer than fifteen (15) feet to the front yard property line. Fences are not

1 permitted between the front corners of the building closest to the side property lines and the front
2 property line. A landscape buffer must be provided between the fence and the side and front
3 property lines. (See Diagram 3 Corner lot Fences / Walls)
4
5

6 (e) All fences, walls, hedges and gates must conform to the clear visibility triangle set
7 forth in Chapter 5.4.1 of the Land Development Code. (See Diagram 4 Visibility Triangle)
8

9 (f) All fences, walls, and gates require a permit and approval by the Planning Board.
10

11 **11.6.2 Height.**

12
13 (a) Fences and walls, when located between the building and the interior side and the
14 rear property lines, shall not exceed six (6) feet in height.
15

16 (b) The inside Through Lots on Northeast 11 Place and Northeast 11 Court from
17 Northeast 119 Street to Northeast 121 Street shall be allowed the six-foot height from the
18 building to and parallel to the rear property line.
19

20 (c) Properties abutting the FEC corridor shall be permitted to erect a fence or wall up
21 to ten (10) feet in height only on the side abutting the FEC corridor.
22

23 (d) Pedestrian gates located in the front yard shall not exceed the height of four feet
24 six inches (4'6")
25

26 (e) On corner side yards, fences and walls may be four (4) feet in height when set back
27 three (3) feet from the corner side yard property line and fifteen (15) feet forward from the front
28 corner of the building as described in 11.6.1(d). The height of the fence or wall may be
29 increased one (1) foot for each additional two (2) feet setback from the dimensions described
30 above with a maximum height of six (6) feet. Fences and walls in the corner side yard must be
31 of a continuous height.
32

33 **11.6.3 Construction.** Fences and walls may be constructed of wood, concrete, composite
34 materials, vinyl, metal or wire, and shall be constructed so as to discourage climbing and be
35 constructed of one (1) material type except where specifically permitted herein.
36

37 (a) Wood fences are to be constructed with pressure treated pine, cedar, redwood or
38 other rot resistant wood in according to the Florida Building Code. Wood fences shall be
39 finished with a stain, wood preservative, or sealer. Stain colors require a separate permit and
40 approval by the planning board. Planks shall have a minimum nominal thickness of 1" (3/4"
41 actual) and post shall not be less than a nominal 4" by 4". Only galvanized or stainless hardware
42 and fasteners are permitted. Fences shall be constructed to be level and plumb. Gates shall be
43 diagonally braced to prohibit sagging. Fences shall be of one color except where masonry or
44 concrete pillars are used in conjunction with fences where the pillars may be of one color and the
45 fence portions another color.

1
2 (b) Walls may be constructed of the following materials and must conform to the
3 construction requirement of the Florida Building Code and shall be of a consistent design and
4 color of the dwelling.

5
6 (i) Coral rock. Walls constructed of stone shall be of a consistent type.

7
8 (ii) Concrete block is to be stuccoed with a smooth stucco finish or texture on all
9 faces that reflects the finish of the dwelling. Walls constructed of decorative masonry
10 units shall be of a uniform type and color.

11
12 (iii) Slump brick.

13
14 (iv) Used red bricks, limed red bricked or cement bricks appropriately painted.

15
16 (v) Precast concrete caps may be used in combination with the preceding wall types.
17 Precast walls are only permitted on property lines parallel to the FEC corridor.

18
19 (c) Composite and vinyl fences shall be made of Miami-Dade County approved
20 materials for fencing.

21
22 (d) Metal fences shall be made of aluminum, wrought iron, galvanized steel or marine
23 grade stainless steel and shall be of one (1) color. Iron and steel fences, with the exception of
24 chain link, shall be painted (or finished). Words and pictorial images are not permitted except
25 for one location on the gate or fence where the street numbers are permitted. Post caps, scrolls,
26 and studs are part of the overall allowable height. Metal fences may only be of one color.

27
28 (e) Wire fences shall be of chain-link or diamond weave of heavy galvanized material
29 or material of equal strength and shall have top rails. All posts shall be set in concrete so as to be
30 secure and safe. Decorative inserts/privacy slats are not permitted except where fences are
31 parallel to the FEC corridor. The decorative face of a fence is to face the street or exterior of the
32 property.

33
34 (f) Gates.

35
36 (1) Pedestrian gates shall only be made of wood, composite material, vinyl or
37 metal.

38
39 (g) All parts of the wall or fence, including uprights, posts and vertical and horizontal
40 and structural supports shall be on applicant's side of the fence or wall. No part of the fence or
41 wall shall protrude into the adjacent property or public right-of-way.
42

1 (h) Each application shall be consistent with Village building permit requirements.
2 The fence shall be so designed to be suitable and compatible with surrounding areas.
3

4 **11.6.4 Chain-link, wooden fences, and walls prohibited in certain areas.**
5

6 Chain-link and/or wire fences shall not be permitted in front yards and corner side yards
7 or when they extend farther toward the front and side front property lines than the front corner of
8 the building closest to the side property line. Chain link fences shall not be permitted parallel to
9 the abutting right of way except on the rear, Interior property lien or alley.
10

11 **11.6.5 Electric or barbed wire prohibited.** No fence shall be constructed with barbed wire and
12 no fence charged with electricity shall be erected.
13

14 **11.6.6 Non-conforming fences and walls.** Any fence or wall which has been properly
15 permitted and approved by the Village prior to the passage of Ordinance 2011-2 and which does
16 not comply with the requirements of this ordinance, shall be considered a legal, non-conforming
17 structure. Such non-conforming structure may be continued until such fence or wall has
18 deteriorated to the extent of more than twenty five percent (25%). All existing, unpermitted, or
19 with no proof of permitting, fences and walls that existed prior to the adoption of Ordinance 244
20 (5.1988), shall not be required to be removed unless and until such time that they deteriorate to
21 the extent of more than twenty five percent (25%). Replacement of any fence or wall shall
22 require a permit, and compliance with this Code. At that time, such fence or wall must be
23 removed in its entirety. In addition, such fences or walls may not be enlarged, extended,
24 reconstructed, or structurally altered, or repaired more than fifty percent (50%), unless such
25 change would place the fence or wall into compliance with this Section.
26

27 **11.6.7 Maintenance.**

- 28 (a) Fences and walls shall be maintained free of rot, mold, rust and graffiti, and shall be
29 repaired if not straight, plumb and level.
30 (b) Fences and walls shall be recoated or cleaned when there is excessive discoloration,
31 fading, peeling or general deterioration.
32 (c) Fences, walls and hedges shall be kept free of weeds.
33 (d) Fences and walls that are not structural sound and present a threat to public safety shall
34 be repaired or removed.
35 (e) Hedges shall not extend over or into the public right-of-way for the full height of the
36 hedge.
37 (f) If a wall is to be placed on a shared property line, consent for access must be obtained
38 from the adjoin property owner(s) prior to finishing the opposite side of the wall. If such
39 consent cannot be obtained, the property owner erecting the wall must present proof that
40 a request for access approval was mailed to every adjacent property owner, by certified
41 mail, return receipt requested, to the mailing address(es) as listed in the most current
42 Miami-Dade County tax roll, and the mailing was returned undeliverable or the adjacent
43 property owner(s) failed to respond to the request within thirty (30) days after receipt.

1 Upon such a showing, the property owner erecting or maintaining the wall shall not be
2 required to finish the opposite side of the wall.
3

4 11.6.8 Village Public Works and Ed Burke Park properties shall be exempt from the wall, fence
5 and hedge material, height and location requirements as these sites are for governmental uses
6 located within residential districts and should either be screened from the public or separated due
7 to the activities on site. The Village public works property should maintain a driveway gate, and
8 a six foot screened fence, wall or hedge around the perimeter of the work yard to screen the site
9 and to protect the site from the community.

10 * * *

11
12
13 **Section 3.** Severability. Should any section, provision, paragraph, sentence, clause of
14 word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction
15 to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall
16 not affect the validity of the remaining portions or applications of this Ordinance.

17 **Section 4.** Codification. It is the intention of the Village Commission of the Village of
18 Biscayne Park, that the provisions of this Ordinance shall become and made a part of the Code of
19 Ordinances of the Village of Biscayne Park, Florida, and that the Sections of this Ordinance may be
20 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other
21 word or phrase in order to accomplish such intention.

22 **Section 5.** Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts
23 thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

24 **Section 6.** Effective Date. This Ordinance shall become effective immediately upon its
25 passage and adoption.

26 The foregoing Ordinance was offered by Commissioner _____, who moved its
27 adoption. The motion was seconded by _____ and upon being put to a vote,
28 the vote was as follows:

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The foregoing ordinance upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

Attest:

Maria Camara, Village Clerk

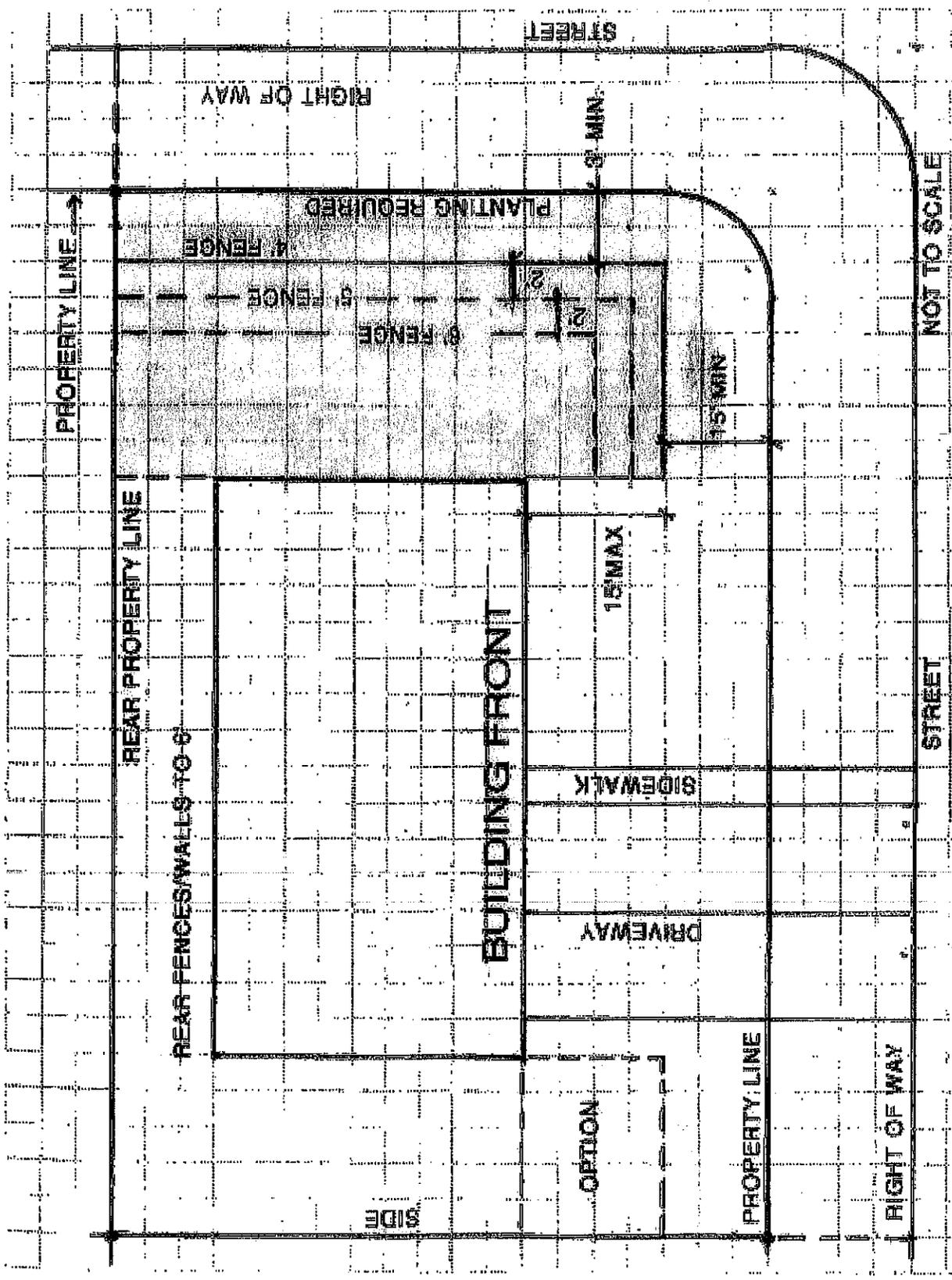
Approved as to form:

Village Attorney

Mayor Ross _____
Vice Mayor Bernard _____
Commissioner Anderson _____
Commissioner Cooper _____
Commission Childress _____

Ordinance 2011-02

Diagrams



NOT TO SCALE

DIAGRAM 3 CORNER LOT FENCES/WALLS



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161
Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Marla Camara
Village Clerk

October 20, 2011

To: Mayor Roxana Ross
Vice Mayor Bob Anderson
Commission Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: **Ordinance 2011-03 Flood Damage Prevention Ordinance**

Background Analysis:

In late 2010, the State of Florida's Division of Emergency Management conducted a Community Assistance Contact meeting which discusses the community's floodplain management program. Their assessment reported the following:

Biscayne Park is appropriately and effectively regulating development in its Special Flood Hazard Areas (SFHA). As noted in the enclosed report, the procedures and methodology in which development permits, inspections and guidance are provided to builders and homeowners are satisfactory, with only one note of minor significance regarding the flood damage prevention ordinance. The following shall be added to the community's flood damage prevention ordinance:*

- *Add the following definitions:*
 - *Floodway*
 - *Violation*
- *A violations or penalty section specifying community actions to assure compliance.*
- *A framework for administering the ordinance (permit system, establish office for administering the ordinance, etc.).*
- *Require electrical, heating, ventilation, plumbing, air conditions equipment, and other service facilities are designed and/or located to prevent water entry or accumulation.*

*** This report is attached.**

These recommendations have been forwarded to our planners, Bell David, Inc., who have made the appropriate changes that are reflected in Ordinance 2011-03. Additionally, we have been in

Manager Recommendation

Page 1 of 2

communication with Mr. Richard Benton, from the Division of Emergency Management, State Floodplain Management Office in regards to these changes and our schedule for completion.

Fiscal/Budgetary Impact

Work performed by Bell David, Inc., which is budgeted and funding available.

Manager Recommendation

Manager recommends approval at second reading based on the directives by the State and with the full review and completion of the work by our planners, Bell David, Inc., as well as the Village Attorney.

ORDINANCE NO. 2011-03

AN ORDINANCE OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING CHAPTER 6.5 OF THE VILLAGE'S CODE OF ORDINANCES ADDRESSING FLOOD PREVENTION AND PROTECTION IN THE VILLAGE OF BISCAYNE PARK, FLORIDA; UPDATING AND AMENDING DEFINITIONS; ELIMINATING REFERENCES TO MANUFACTURED HOMES; AMENDING THE DEFINITION OF SUBSTANTIAL IMPROVEMENT; AND REQUIRING CERTAIN TECHNICAL DATA TO BE FILES; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 1, 1992, the Village Commission adopted Ordinance No. 277, in compliance with federally imposed requirements to protect the public health, safety and general welfare by minimizing flood losses in the flood hazard areas of Biscayne Park; and,

WHEREAS, since the adoption of Ordinance No. 277, the State of Florida has updated its Flood Damage Prevention Ordinance; and,

WHEREAS, in 2009 the Village, in order to be consistent and in compliance with the State of Florida's Ordinance, the Village Commission of the Village of Biscayne Park believes it to be in the best interests of its citizenry to repeal the existing sections of the Code addressing flood damage prevention and replace it with a compliant ordinance; and,

WHEREAS, the Village thought it prudent to remove reference to manufactured homes as the Village does not have any manufactured homes nor any zoning relating to manufactured homes, and the Village desires to amend certain definitions and ensure that certain technical data is provided; and, now, therefore,

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

Section 1. Each and all the foregoing Whereas clauses are true and correct and are incorporated herein.

Section 2. Chapter 6.5 of the Village's Code of Ordinances is hereby amended as follows:

Chapter 6.5 FLOOD DAMAGE PREVENTION

ARTICLE I. IN GENERAL

Sec. 6-5.1. Statutory authorization; findings of fact; purpose; and objectives.

(A) Statutory authorization.

The Legislature of the State of Florida has authorized and delegated in Chapter 166, Florida Statutes, the responsibility of local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. ~~Therefore, the Village Commission of the Village of Biscayne Park does hereby adopt the following floodplain management regulations.~~

(B) Findings of fact.

(1) The flood hazard areas of the Village of Biscayne Park are subject to periodic inundation, which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages.

(C) Statement of purpose.

It is the purpose of this chapter to save lives, promote the public health, safety and general welfare, and minimize public and private losses due to flood conditions in specific areas by provisions designed to:

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(1) Restrict or prohibit uses which are dangerous to life, health, safety and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights and velocities;

(2) Require that uses vulnerable to floods including facilities which serve such uses be protected against flood damage throughout their intended life span;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;

1
2 (4) Control filling, grading, dredging and other development which may increase erosion or
3 flood damage; and

4
5 (5) Prevent or regulate the construction of flood barriers which will unnaturally divert
6 floodwaters or which may increase flood hazards to other lands.

7
8 **(D) Objectives.**

9
10 The objectives of this ordinance chapter are to:

11
12 (1) Protect human life, health and to eliminate or minimize property damage;

13
14 (2) Minimize expenditure of public money for costly flood control projects;

15
16 (3) Minimize the need for rescue and relief efforts associated with flooding and generally
17 undertaken at the expense of the general public;

18
19 (4) Minimize prolonged business interruptions;

20
21 (5) Minimize damage to public facilities and utilities such as water and gas mains, electric,
22 telephone and sewer lines, roadways, and bridges and culverts located in floodplains;

23
24 (6) Maintain a stable tax base by providing for the sound use and development of flood prone
25 areas in such a manner as to minimize flood blight areas; and

26
27 (7) Ensure that potential homebuyers are notified that property is in a flood hazard area.

28
29 **Sec. 6.5-2. Definitions.**

30
31 Unless specifically defined below, words or phrases used in this chapter shall be
32 interpreted so as to give them the meaning they have in common usage and to give this chapter
33 its most reasonable application.

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34
35 **Accessory structure** (Appurtenant structure) means a structure that is located on the same parcel
36 of property as the principal structure and the use of which is incidental to the use of the principal
37 structure. Accessory structures should constitute a minimal investment, may not be used for
38 human habitation, and be designed to have minimal flood damage potential. Examples of
39 accessory structures are detached garages, carports, and storage sheds, ~~pole barns, and hay sheds.~~

40
41 **Appeal** means a request for a review of the Floodplain Administrator's interpretation of any
42 provision of this chapter or a request for a variance.

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1 **Area of shallow flooding** means a designated AO or AH Zone on the community's Flood
2 Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly
3 defined channel does not exist, where the path of flooding is unpredictable and indeterminate,
4 and where velocity flow may be evident. Such flooding is characterized by ponding or sheet
5 flow.

6
7 **Area of special flood hazard** is the land in the floodplain within a community subject to a one-
8 percent or greater chance of flooding in any given year. This term is synonymous with the phrase
9 "special flood hazard area."

10
11 **Base flood** means the flood having a one percent chance of being equaled or exceeded in any
12 given year (also called the "100-year flood" and the "regulatory flood"). Base flood is the term
13 used throughout this ordinance chapter.

14
15 **Base Flood Elevation** means the water-surface elevation associated with the base flood.

16
17 **Basement** means any portion of a building having its floor sub-grade (below ground level) on all
18 sides.

19
20 **Building** – see **Structure**.

21
22 **Datum** A reference surface used to ensure that all elevation records are properly related. The
23 current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is
24 expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.

25
26 **Development** means any man-made change to improved or unimproved real estate, including,
27 but not limited to buildings or other structures, mining, dredging, filling, grading, paving,
28 excavating, drilling operations, or storage of materials or equipment.

29
30 **Elevated building** means a non-basement building built to have the lowest floor elevated above
31 the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

32
33 **Encroachment** means the advance or infringement of uses, plant growth, fill, excavation,
34 buildings, permanent structures or development into a floodplain, which may impede or alter the
35 flow capacity of a floodplain.

36
37 **Existing Construction** means, for the purposes of floodplain management, structures for which
38 "the start of construction" commenced before ~~January 4, 1993~~ September 29, 1972. Existing
39 construction means, for the purposes of determining rates structures for which the "start of
40 construction" commenced before ~~September 29, 1972~~ January 1, 1975. This term may also be
41 referred to as "existing structures".

42
43 ~~**Existing manufactured home park or subdivision** means a manufactured home park or~~
44 ~~subdivision for which the construction of facilities for servicing the lots on which the~~

1 ~~manufactured homes are to be affixed (including at a minimum the installation of utilities, the~~
2 ~~construction of streets, and either final site grading or the pouring of concrete pads) is completed~~
3 ~~before October 6, 2009.~~

4
5 ~~**Expansion to an existing manufactured home park or subdivision** means the preparation of~~
6 ~~additional sites by the construction of facilities for servicing the lots on which the manufactured~~
7 ~~homes are to be affixed (including the installation of utilities, the construction of streets, and~~
8 ~~either final site grading or the pouring of concrete pads).~~

9
10 **Flood or flooding** means:

11
12 (a) A general and temporary condition of partial or complete inundation of normally dry land
13 areas from:

14
15 (1) The overflow of inland or tidal waters.

16
17 (2) The unusual and rapid accumulation or runoff of surface waters from any source.

18
19 (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in
20 paragraph (a) (2) of this definition and are akin to a river of liquid and flowing mud on the
21 surface of normally dry land areas, as when earth is carried by a current of water and deposited
22 along the path of the current.

23
24 (b) The collapse or subsidence of land along a shore of a lake or other body of water as the
25 result of erosion or undermining caused by waves or currents of water exceeding anticipated
26 cyclical levels or suddenly caused by an unusually high water level in a natural body of water,
27 accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an
28 abnormal tidal surge or by some similarly unusual and unforeseeable event which results in
29 flooding as defined in paragraph (a) (1) of this definition.

30
31 **Flood Boundary and Floodway Map (FBFM)** means the official map of the community on
32 which the Federal Emergency Management Agency (FEMA) has delineated the areas of special
33 flood hazard and regulatory floodways.

34
35 **Flood Hazard Boundary Map (FHBM)** means an official map of the community, issued by
36 FEMA, where the boundaries of the areas of special flood hazard have been identified as only
37 Approximate Zone A.

38
39 **Flood Insurance Rate Map (FIRM)** means an official map of the community, issued by
40 FEMA, which delineated both the areas of special flood hazard and the risk premium zones
41 applicable to the community.

42
43 **Flood Insurance Study (FIS)** means the official hydrology and hydraulics report provided by
44 FEMA. The study contains an examination, evaluation, and determination of flood hazards, and,

1 if appropriate, corresponding water surface elevations, or an examination, evaluation, and
2 determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study
3 may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other
4 related data and information.

5
6 **Floodplain** means any land area susceptible to being inundated by water from any source (see
7 definition of “flooding”).

8
9 **Floodplain management** means the operation of an overall program of corrective and
10 preventive measures for reducing flood damage and preserving and enhancing, where possible,
11 natural resources in the floodplain, including but not limited to emergency preparedness plans,
12 flood control works, floodplain management regulations, and open space plans.

13
14 **Floodplain Administrator** is the individual appointed to administer and enforce the floodplain
15 management regulations of the community.

16
17 **Floodplain management regulations** means this chapter and other zoning ordinances,
18 subdivision regulations, building codes, health regulations, special purpose ordinances (such as
19 floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications
20 of police power which control development in flood-prone areas. This term describes Federal,
21 State of Florida, or local regulations in any combination thereof, which provide standards for
22 preventing and reducing flood loss and damage.

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23
24 **Floodproofing** means any combination of structural and non-structural additions, changes, or
25 adjustments to structures, which reduce or eliminate flood damage to real estate or improved real
26 property, water and sanitary facilities, structures and their contents.

27
28 **Floodway** means the channel of a river or other watercourse and the adjacent land areas that
29 must be reserved in order to discharge the base flood without cumulatively increasing the water
30 surface elevation more than a designated height.

31
32 **Floodway fringe** means that area of the one-percent (base or 100-year) floodplain on either side
33 of the regulatory floodway.

34
35 **Freeboard** means the additional height, usually expressed as a factor of safety in feet, above a
36 flood level for purposes of floodplain management. Freeboard tends to compensate for many
37 unknown factors, such as wave action, blockage of bridge or culvert openings, and hydrological
38 effect of urbanization of the watershed, which could contribute to flood heights greater than the
39 heights calculated for a selected frequency flood and floodway conditions.

40
41 **Free of Obstruction** means any type of lower area enclosure or other construction element will
42 not obstruct the flow of velocity water and wave action beneath the lowest horizontal structural
43 member of the lowest floor of an elevated building during a base flood event. ~~This requirement~~
44 ~~applies to the structures in velocity zones (V Zones).~~

1
2 **Functionally dependent use** means a use that cannot be used for its intended purpose unless it is
3 located or carried out in close proximity to water, such as a docking or port facility necessary for
4 the loading and unloading of cargo or passengers, shipbuilding or ship repair. The term does not
5 include long-term storage, manufacture, sales, or service facilities.
6

7 **Hardship** as related to variances from this chapter means the exceptional difficulty associated
8 with the land that would result from a failure to grant the requested variance. The community
9 requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere
10 economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations,
11 physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot,
12 as a rule, qualify as an exceptional hardship. All of these problems can be resolved through
13 other means without granting a variance, even if the alternative is more expensive, or requires
14 the property owner to build elsewhere or put the parcel to a different use than originally
15 intended.
16

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17 **Highest adjacent grade** means the highest natural elevation of the ground surface, prior to the
18 start of construction, next to the proposed walls of a structure.
19

20 **Historic Structure** means any structure that is:

- 21
- 22 a) Listed individually in the National Register of Historic Places (a listing maintained by the
23 Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting
24 the requirements for individual listing on the National Register;
25
 - 26 b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the
27 historical significance of a registered historic or a district preliminarily determined by the
28 Secretary to qualify as a registered historic district;
29
 - 30 c) Individually listed on the Florida inventory of historic places, which has been approved by
31 the Secretary of the Interior; or
32
 - 33 d) Individually listed on a local inventory of historic places in communities with historic
34 preservation programs that have been certified either:
35
 - 36 1. By the approved Florida program as determined by the Secretary of the Interior, or
37
 - 38 2. Directly by the Secretary of the Interior.
39

40 **Lowest adjacent grade** means the lowest elevation, after the completion of construction, of the
41 ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.
42

43 **Lowest floor** means the lowest floor of the lowest enclosed area (including basement). An
44 unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or

1 storage, in an area other than a basement, is not considered a building's lowest floor, provided
2 that such enclosure is not built so as to render the structure in violation of the applicable non-
3 elevation design standards of this chapter.

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4
5 ~~Manufactured home means a building, transportable in one or more sections, which is built on~~
6 ~~a permanent chassis and designed to be used with or without a permanent foundation when~~
7 ~~connected to the required utilities. The term also includes park trailers, travel trailers, and~~
8 ~~similar transportable structures placed on a site for 180 consecutive days or longer and intended~~
9 ~~to be improved property.~~

10
11 ~~Manufactured home park or subdivision means a parcel (or contiguous parcels) of land~~
12 ~~divided into two or more manufactured home lots for rent or sale.~~

13
14 **Market value** means the building value, which is the property value excluding the land value
15 and that of the detached accessory structures and other improvements on site (as agreed to
16 between a willing buyer and seller) as established by what the local real estate market will bear.
17 Market value can be established by an independent certified appraisal (other than a limited or
18 curbside appraisal, or one based on income approach), Actual Cash Value (replacement cost
19 depreciated for age and quality of construction of building), or adjusted tax-assessed values as
20 determined by the Miami-Dade County Property Appraisers Records.

21
22 **Mean Sea Level** means the average height of the sea for all stages of the tide. It is used as a
23 reference for establishing various elevations within the floodplain. For purposes of this chapter,
24 the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, or North
25 American Vertical Datum (NAVD) of 1988.

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26
27 **National Geodetic Vertical Datum (NGVD) of 1929** means a vertical control used as a
28 reference for establishing varying elevations within the floodplain.

29
30 **New Construction** means, for floodplain management purposes, any structure for which the
31 "start of construction" commenced on or after ~~January 4, 1993~~ September 29, 1972. The term
32 also includes any subsequent improvements to such structures. For flood insurance rates,
33 structures for which the start of construction commenced on or after December 31, 1974, and
34 includes any subsequent improvements to such structures.

35
36 ~~New manufactured home park or subdivision means a manufactured home park or~~
37 ~~subdivision for which the construction of facilities for servicing the lots on which the~~
38 ~~manufactured homes are to be affixed (including at a minimum, the installation of utilities, the~~
39 ~~construction of streets, and either final site grading or the pouring of concrete pads) is completed~~
40 ~~on or after the effective date of the first floodplain management code, ordinance or standard.~~

41
42 **North American Vertical Datum (NAVD) of 1988** means a vertical control used as a reference
43 for establishing varying elevations within the floodplain.

1 **Principally above ground** means that at least 51 percent of the actual cash value of the structure
2 is above ground.

3
4 **Program deficiency** means a defect in the community's floodplain management regulations or
5 administrative procedures that impairs effective implementation of those floodplain management
6 regulations or of the standards required by the National Flood Insurance Program.

7
8 **Public safety and nuisance** means anything which is injurious to safety or health of the entire
9 community or a neighborhood, or any considerable number of persons, or unlawfully obstructs
10 the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream,
11 canal, or basin.

12
13 **Reasonably safe from flooding** means base flood waters will not inundate the land or damage
14 structures to be removed from the SFHA and that any subsurface waters related to the base flood
15 will not damage existing or proposed buildings.

16
17 **Recreational vehicle** means a vehicle that is:

- 18
19 a) Built on a single chassis;
20
21 b) 400 square feet or less when measured at the largest horizontal projection;
22
23 c) Designed to be self-propelled or permanently towable by a light duty truck; and
24
25 d) Designed primarily not for use as a permanent dwelling but as temporary living quarters
26 for recreational, camping, travel, or seasonal use.

27
28 **Regulatory floodway** means the channel of a river or other watercourse and the adjacent land
29 areas that must be reserved in order to discharge the base flood without cumulatively increasing
30 the water surface elevation more than a designated height.

31
32 **Remedy a deficiency or violation** means to bring the regulation, procedure, structure or other
33 development into compliance with State of Florida, Federal, or local floodplain management
34 regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the
35 impacts may be reduced include protecting the structure or other affected development from
36 flood damages, implementing the enforcement provisions of this chapter or otherwise deterring
37 future similar violations, or reducing Federal financial exposure with regard to the structure or
38 other development.

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39
40 **Repetitive loss** means flood related damage sustained by a structure on two separate occasions
41 during a 10-year period for which the cost of repairs at the time of each such flood event, on the
42 average, equals or exceeds 25 percent of the market value of the structure before the damage
43 occurred.

1 **Riverine** means relating to, formed by, or resembling a river (including tributaries), stream,
2 brook, etc.

3
4 ~~**Sand dune** means naturally occurring accumulations of sand in ridges or mounds landward of
5 the beach.~~

6
7 **Shallow flooding** – see **area of shallow flooding**.

8
9 **Special flood hazard area** – see **area of special flood hazard**.

10
11 **Start of construction** means, for other than new construction and substantial improvements
12 under the Coastal Barrier Resources Act P. L. 97-348, includes substantial improvement, and
13 means the date the building permit was issued, provided the actual start of construction, repair,
14 reconstruction, or improvement was within 180 days of the permit date. The actual start means
15 the first placement of permanent construction of a building (including a manufactured home) on
16 a site, such as the pouring of slabs or footings, installation of piles, ~~or construction of columns,~~
17 Permanent construction does not include land preparation, such as clearing, grading and filling;
18 nor does it include the installation of streets and/or walkways; nor does it include excavation for
19 a basement, footings, piers or foundations or the erection of temporary forms; nor does it include
20 the installation on the property of accessory buildings, such as garages or sheds not occupied as
21 dwelling units or not part of the main building. For substantial improvement, the actual start of
22 construction means the first alteration of any wall, ceiling, floor, or other structural part of a
23 building, whether or not that alteration affects the external dimensions of the building.

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of excavation or placement of a
manufactured home on a foundation

24
25 ~~**Storm cellar** means a place below grade used to accommodate occupants of the structure and
26 emergency supplies as a means of temporary shelter against severe tornadoes or similar
27 windstorm activity.~~

28
29 **Structure** means, for floodplain management purposes, a walled and roofed building, including
30 gas or liquid storage tank that is principally above ground, ~~as well as a manufactured home.~~

31
32 **Substantial damage** means damage of any origin sustained by a structure whereby the cost of
33 restoring the structure to its before damaged condition would equal or exceed 50 percent of the
34 market value of the structure before the damage occurred. This term also includes “repetitive
35 loss” structures as defined herein.

36
37 ~~**Substantial improvement** means any reconstruction, rehabilitation, addition, or other
38 improvement, or combination thereof, of a structure, the cumulative cost of which equals or
39 exceeds 50 percent of the market value of the structure before the “start of construction” of the
40 improvement. This term includes structures that have incurred “substantial damage” regardless
41 of the actual repair work performed. This term does not, however, include any repair or
42 improvement of a structure to correct existing violations of State of Florida or local health,
43 sanitary, or safety code specifications, which have been identified by the local code enforcement
44 official prior to the application for permit for improvement, and which are the minimum~~

1 ~~necessary to assure safe living conditions. This term does not include any alteration of a historic~~
2 ~~structure, provided that the alteration will not preclude the structure's continued designation as a~~
3 ~~historic structure.~~

4
5 means any combination of additions, rehabilitation, reconstruction, alteration, or other
6 improvements to a structure, taking place during a one-year period in all zones, in which the
7 cumulative cost equals or exceeds 50 percent of the market value of the structure. The market
8 value of the structure shall be the appraised value of the structure prior to the start of the initial
9 work.

10 "Substantial Improvement" is considered to occur when the first alteration of any wall, ceiling,
11 floor, or other structural part of the building commences, whether or not that alteration affects
12 the external dimensions of the structure. This term includes structures which incur substantial
13 damage regardless of actual work performed. The term does not include either:

14
15 (1) Any project for improvement of a structure required to correct existing violations of State
16 or local health, sanitary or safety code specifications which have been identified by the
17 local Building Official and which are the minimum necessary to assure safe living
18 conditions;

19
20 (2) Any alteration of a historic structure, provided that the alteration will not preclude the
21 structure's continued designation as a historic structure for which a variance has been
22 granted pursuant to this article; or

23
24 (3) Repairs for damage from any origin which are determined to be less than substantial
25 damage.

26
27 ~~Substantially improved existing manufactured home parks or subdivisions is where the~~
28 ~~repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or~~
29 ~~exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction~~
30 ~~or improvement commenced.~~

31
32 **Variance** is a grant of relief from the requirements of this ordinance chapter.

33
34 **Violation** means the failure of a structure or other development to be fully compliant with the
35 requirements of this chapter. A structure or other development without the elevation certificate,
36 other certifications, or other evidence of compliance required in this chapter is presumed to be in
37 violation until such time as that documentation is provided.

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38
39 **Watercourse** means a lake, river, creek, stream, wash, channel or other topographic feature on
40 or over which waters flow at least periodically. Watercourse includes specifically designated
41 areas in which substantial flood damage may occur.

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Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 6.5-3. General provisions.

(A) Lands to which this chapter applies.

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This ~~ordinance~~ chapter shall apply to all areas of special flood hazard within the jurisdiction of ~~the Village Commission~~ of the Village of Biscayne Park. The Flood Zones applicable to the Village are the AE and X Zones

(B) Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Study (FIS) for the Village of Biscayne Park, dated October 6, 2009, with the accompanying maps dated September 11, 2009 (Revised) and other supporting data, and any subsequent revisions thereto, are adopted by reference and declared to be a part of this ~~ordinance~~ chapter. The Flood Insurance Study and Flood Insurance Rate Maps consisting of Map Numbers 12086C0139L, 12806C0143L and 12086C0306L are on file at the Village of Biscayne Park Village Hall.

(C) Requirement to submit new technical data.

As provided in Title 44 Code of Federal Regulations, Subpart 65.3, the Village's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the Village shall notify FEMA through the Administrator of the changes by submitting technical or scientific data in accordance with this part. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.

(~~C~~ D) Designation of floodplain administrator.

The Village Commission of the Village of Biscayne Park, Florida, hereby appoints the Village Building Official to administer and implement the provisions of this ~~ordinance~~ chapter and is herein referred to as the Floodplain Administrator.

(~~D~~ E) Establishment of development permit.

A development permit shall be required in conformance with the provisions of this ~~ordinance~~ chapter prior to the commencement of any development activities.

(~~E~~ F) Compliance.

1 No structure or land shall hereafter be located, extended, converted or structurally altered
2 without full compliance with the terms of this ~~ordinance chapter~~ and other applicable regulations.

3
4
5 **(F G) Abrogation and greater restrictions.**

6
7 This chapter is not intended to repeal, abrogate, or impair any existing easements,
8 covenants, or deed restrictions. However, where this chapter and another conflict or overlap,
9 whichever imposes the more stringent restrictions shall prevail.

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10
11 **(G H) Interpretation.**

12
13 In the interpretation and application of this ~~ordinance chapter~~ all provisions shall be:

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- 14
15 (1) Considered as minimum requirements;
16
17 (2) Liberally construed in favor of the governing body; and
18
19 (3) Deemed neither to limit nor repeal any other powers granted under State of Florida
20 statutes.

21
22 **(H I) Warning and disclaimer of liability.**

23
24 The degree of flood protection required by this chapter is considered reasonable for
25 regulatory purposes and is based on scientific and engineering consideration. Larger floods can
26 and will occur on rare occasions. Flood heights may be increased by man-made or natural
27 causes. This ~~ordinance chapter~~ does not imply that land outside the areas of special flood hazard
28 or uses permitted within such areas will be free from flooding or flood damages. This ~~ordinance~~
29 chapter shall not create liability on the part of the Village Commission of the Village of Biscayne
30 Park or by any officer or employee thereof for any flood damages that result from reliance on
31 this chapter or any administrative decision lawfully made thereunder.

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32
33 **(I J) Penalties for violation.**

34
35 Violation of the provisions of this ~~ordinance chapter~~ or failure to comply with any of its
36 requirements, including violation of conditions and safeguards established in connection with
37 grants of variance or special exceptions, shall be punishable for a non-criminal violation. Any
38 person who violates this chapter or fails to comply with any of its requirements shall, upon
39 adjudication therefore, be fined not more than \$500, and in addition, shall pay all costs and
40 expenses involved in the case. Each day such violation continues shall be considered a separate
41 offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such
42 other lawful actions as are necessary to prevent or remedy any violation.

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1 **Sec. 6.5-4. Administration.**

2
3 **(A) Permit procedures.**

4
5 Application for a Development Permit shall be made to the Floodplain Administrator on
6 forms furnished by him or her prior to any development activities, and may include, but not be
7 limited to, the following plans in duplicate drawn to scale showing the nature, location,
8 dimensions, and elevations of the area in question; existing and proposed structures, earthen fill,
9 storage of materials or equipment, drainage facilities, and the location of the foregoing.
10 Specifically, the following information is required:

11
12 **(1) Application Stage:**

- 13
14 a) Elevation in relation to mean sea level of the proposed lowest floor (including
15 basement) of all buildings;
16
17 b) Elevation in relation to mean sea level to which any non-residential building will
18 be flood-proofed;
19
20 c) Certificate from a registered professional engineer or architect that the non-
21 residential flood-proofed building will meet the flood-proofing criteria in Section 6.5-4(A)(2)
22 and Section 6.5-5(B)(2);
23
24 d) Description of the extent to which any watercourse will be altered or relocated as
25 a result of proposed development; and
26
27 e) ~~Elevation in relation to mean sea level of the bottom of the lowest horizontal~~
28 ~~structural member of the lowest floor and provide a certification from a registered engineer or~~
29 ~~architect indicating that they have developed and/or reviewed the structural designs,~~
30 ~~specifications and plans of the construction and certified that are in accordance with accepted~~
31 ~~standards of practice in Coastal High Hazard Areas.~~

32
33 **(2) Construction Stage:**

34
35 Upon placement of the lowest floor, or flood-proofing by whatever construction means, or
36 bottom of the lowest horizontal structural member it shall be the duty of the permit holder to
37 submit to the Floodplain Administrator a certification of the NGVD or NAVD elevation of the
38 lowest floor or flood-proofed elevation, or bottom of the lowest horizontal structural member of
39 the lowest floor as built, in relation to mean sea level. Said certification shall be prepared by or
40 under the direct supervision of a registered land surveyor or professional engineer and certified
41 by same. When flood proofing is utilized for a particular building said certification shall be
42 prepared by or under the direct supervision of a professional engineer or architect and certified
43 by same. Any work undertaken prior to submission of the certification shall be at the permit
44 holder's risk. The Floodplain Administrator shall review the lowest floor and flood-proofing

1 elevation survey data submitted. The permit holder immediately and prior to further progressive
2 work being permitted to proceed shall correct violations detected by such review. Failure to
3 submit the survey or failure to make said corrections required hereby shall be cause to issue a
4 stop-work order for the project.
5

6 **(B) Duties and responsibilities of the floodplain administrator.**
7

8 Duties of the Administrator shall include, but are not be limited to:
9

- 10 (1) Review permits to assure sites are reasonably safe from flooding;
11
12 (2) Review all development permits to assure that the permit requirements of this ~~ordinance~~
13 chapter have been satisfied;
14
15 (3) Require copies of additional Federal, State of Florida, or local permits, especially as they
16 relate to Chapters 161.053; 320.8249; 320.8359; 373.036; 380.05; 381.0065; and 553, Part IV,
17 Florida Statutes, be submitted along with the development permit application and maintain such
18 permits on file with the development permit;
19
20 (4) Notify adjacent communities, the Florida Department of ~~Community Affairs-Economic~~
21 Opportunity- Division of Emergency Management – NFIP Coordinating Office, South Florida
22 Water Management District, the Federal Emergency Management Agency, and other Federal
23 and/or State of Florida agencies with statutory or regulatory authority prior to any alteration or
24 relocation of a watercourse;
25
26 (5) Assure that the flood-carrying capacity within the altered or relocated portion of any
27 watercourse is maintained;
28
29 (6) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor
30 (A-Zones) ~~or bottom of the lowest horizontal structural member of the lowest floor (V-Zones)~~ of
31 all new and substantially improved buildings, in accordance with Section 6.5-5(B)(1) and (2) and
32 Section E (2), respectively;
33
34 (7) Verify and record the actual elevation (in relation to mean sea level) to which the new
35 and substantially improved buildings have been flood-proofed, in accordance with Section 6.5-
36 5(B)(2);
37
38 (8) Review certified plans and specifications for compliance. When flood-proofing is utilized
39 for a particular building, certification shall be obtained from a registered engineer or architect
40 certifying that all areas of the building, together with attendant utilities and sanitary facilities,
41 below the required elevation are water tight with walls substantially impermeable to the passage
42 of water, and use structural components having the capability of resisting hydrostatic and
43 hydrodynamic loads and the effects of buoyancy in compliance with Section 6.5-5(B)(2) of this
44 ~~ordinance chapter; In Coastal High Hazard Areas, certification shall be obtained from a~~

1 ~~registered professional engineer or architect that the building is designed and securely anchored~~
2 ~~to pilings or columns in order to withstand velocity waters and hurricane wave wash.~~
3 ~~Additionally in Coastal High Hazard Areas, if the area below the lowest horizontal structural~~
4 ~~member of the lowest floor is enclosed, it may be done so with open wood lattice and insect~~
5 ~~screening or with non supporting breakaway walls that meet the standards of Section 6.5-5(E)(6)~~
6 ~~of this ordinance;~~
7

8 (9) Interpret the exact location of boundaries of the areas of special flood hazard. When
9 there appears to be a conflict between a mapped boundary and actual field conditions, the
10 Floodplain Administrator shall make the necessary interpretation. The person contesting the
11 location of the boundary shall be given a reasonable opportunity to appeal the interpretation as
12 provided in this Section;

13
14 (10) When base flood elevation data and floodway data have not been provided in accordance
15 with Section 6.5-3(B), the Floodplain Administrator shall obtain, review and reasonably utilize
16 any base flood elevation and floodway data available from a Federal, State of Florida, or any
17 other source, in order to administer the provisions of Section 6.5-5;

18
19 (11) Coordinate all change requests to the FIS, FIRM and FBFM with the requester, State of
20 Florida, and FEMA, and

21
22 (12) Where Base Flood Elevation is utilized, obtain and maintain records of lowest floor and
23 floodproofing elevations for new construction and substantial improvements in accordance with
24 Section 6.5-5(B)(1) and (2), respectively.

25
26 **Sec. 6.5-5. Provisions for flood hazard.**

27
28 **(A) General standards.**

29
30 The Village is comprised of the following Flood Zones: AE and X In all areas of special
31 flood hazard, all development sites including new construction and substantial improvements
32 shall be reasonably safe from flooding, and meet the following provisions:

33
34 (1) New construction and substantial improvements shall be designed or modified and
35 adequately anchored to prevent flotation, collapse, and lateral movement of the structure
36 resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

37
38 ~~(2) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral~~
39 ~~movement. Methods of anchoring may include, but are not limited to, use of over the top or~~
40 ~~frame ties to ground anchors. This standard shall be in addition to and consistent with applicable~~
41 ~~State of Florida requirements for resisting wind forces;~~

42
43 (2) New construction and substantial improvements shall be constructed with materials and
44 utility equipment resistant to flood damage;

1
2 (3) New construction and substantial improvements shall be constructed by methods and
3 practices that minimize flood damage;

4
5 (4) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service
6 facilities, including duct work, shall be designed and/or located so as to prevent water from
7 entering or accumulating within the components during conditions of flooding;

8
9 (5) New and replacement water supply systems shall be designed to minimize or eliminate
10 infiltration of flood waters into the systems;

11
12 (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate
13 infiltration of flood waters into the systems and discharges from the systems into flood waters;

14
15 (7) On-site waste disposal systems shall be located and constructed to avoid impairment to
16 them or contamination from them during flooding;

17
18 (8) Any alteration, repair, reconstruction or improvements to a building that is in compliance
19 with the provisions of this ~~ordinance~~ chapter shall meet the requirements of "new construction"
20 as contained in this ~~ordinance~~ chapter;

21
22 (9) Any alteration, repair, reconstruction or improvements to a building that is not in
23 compliance with the provisions of this ~~ordinance~~ chapter, shall be undertaken only if said non-
24 conformity is not furthered, extended, or replaced;

25
26 (10) All applicable additional Federal, State of Florida, and local permits shall be obtained and
27 submitted to the Floodplain Administrator along with the application for development permit. Deleted: 1
28 Copies of such permits shall be maintained on file with the development permit. State of Florida
29 permits may include, but not be limited to, the following:

30
31 (a) South Florida Water Management District: in accordance with Chapter 373.036
32 Florida Statutes, Section (2) (a) – Flood Protection and Floodplain Management;

33
34 (b) Department of ~~Community Affairs~~ Economic Opportunity: [in accordance with
35 Section 380.05, Florida Statutes - Areas of Critical State Concern, and Chapter 553, Part IV,
36 Florida Statutes, Florida Building Code];

37
38 (c) Department of Health: in accordance with Section 381.0065, Florida Statutes -
39 Onsite Sewage Treatment and Disposal Systems; and

40
41 (11) Standards for Subdivision Proposals and other new Proposed Development ~~(including~~ Deleted: 2
42 ~~manufactured homes~~);

43
44 (a) Such proposals shall be consistent with the need to minimize flood damage;

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(b) Such shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage; and

(c) Such proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(12) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction.

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(13) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

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(B) Specific standards.

In all A-Zones where base flood elevation data have been provided (Zones AE, A1-30, A ~~(with base flood elevation)~~, and AH within the Village), as set forth in Section 6.5-3(B), the following provisions, in addition to those set forth in Section 6.5-5(A), shall apply:

(1) *Residential Construction.* All new construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, there must be a minimum of two openings on different sides of each enclosed area sufficient to facilitate automatic equalization of flood hydrostatic forces in accordance with standards of Section 6.5-5(B)(3).

(2) *Non-Residential Construction.* All new construction and substantial improvement of any commercial, industrial, or non-residential building shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. All buildings located in A-Zones may be flood-proofed, in lieu of being elevated, provided that all areas of the building components, together with attendant utilities and sanitary facilities, below the base flood elevation plus one foot are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the Floodplain Administrator.

Deleted: (including manufactured home)

(3) *Enclosures below the Lowest Floor.* New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

1
2 (a) Designs for complying with this requirement must either be certified by a
3 professional engineer or architect or meet or exceed the following minimum criteria:
4

5 (i) Provide a minimum of two openings on different sides of each enclosed area
6 having a total net area of not less than one square inch for every square foot of enclosed area
7 subject to flooding;

8 (ii) The bottom of all openings shall be no higher than one foot above adjacent
9 interior grade (which must be equal to or higher in elevation than the adjacent exterior grade);
10 and

11 (iii) Openings may be equipped with screens, louvers, valves, or other coverings or
12 devices provided they provide the required net area of the openings and permit the automatic
13 flow of floodwaters in both directions.
14

15 (b) Fully enclosed areas below the lowest floor shall solely be used for parking of
16 vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary
17 to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in
18 connection with the premises (standard exterior door), or entry to the living area (stairway or
19 elevator); and
20

21 (c) The interior portion of such enclosed area shall not be finished or partitioned into
22 separate rooms.
23

24 (4) Standards for ~~Manufactured Homes~~ and Recreational Vehicles
25

26 ~~(a) — All manufactured homes that are placed, or substantially improved within Zones A-1, 30,~~
27 ~~AH, and AE, on sites (i) outside of an existing manufactured home park or subdivision, (ii) in a~~
28 ~~new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured~~
29 ~~home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which~~
30 ~~a manufactured home has incurred “substantial damage” as the result of a flood, the lowest floor~~
31 ~~be elevated on a permanent foundation to no lower than one foot above the base flood elevation~~
32 ~~and be securely anchored to an adequately anchored foundation system to resist flotation,~~
33 ~~collapse, and lateral movement.~~
34

35 ~~(b) — All manufactured homes to be placed or substantially improved in an existing~~
36 ~~manufactured home park or subdivision that are not subject to the provisions of paragraph 4 (a)~~
37 ~~of this Section, must be elevated so that either:~~
38

39 ~~(i) ————— The lowest floor of the manufactured home is elevated to no lower than~~
40 ~~one foot above the base flood elevation, or~~
41

42 ~~(ii) ————— The manufactured home chassis is supported by reinforced piers or other~~
43 ~~foundation elements of at least an equivalent strength that are no less than 36 inches in height~~

1 ~~above the grade and securely anchored to an adequately anchored foundation system to resist~~
2 ~~flotation, collapse, and lateral movement.~~

3
4 ~~(e) Placement of manufactured homes is prohibited within the regulatory floodway,~~
5 ~~except in an existing manufactured home park or subdivision. A replacement manufactured~~
6 ~~home may be placed on a lot in an existing manufactured home park or subdivision provided the~~
7 ~~anchoring standards of Section 6.5-5(A)(2), the elevation standards of Section 6.5-5(B)(1) and~~
8 ~~(2), and the encroachment standard of Section 6.5-5(B)(7)(a), are met.~~

9
10 (d a) All recreational vehicles must either:

11
12 (i) Be on the site for fewer than 180 consecutive days,

13
14 (ii) Be fully licensed and ready for highway use (a recreational vehicle is ready for
15 highway use if it is on its wheels or jacking system, is attached to the site only by quick
16 disconnect type utilities and security devices and has no permanently attached additions),
17 or

18
19 (iii) Meet all the requirements for new construction, including anchoring and
20 elevation standards in accordance with Section 6.5-5(B)(4)(a) and (b).

21
22 ~~(5) Adequate drainage paths around structures shall be provided on slopes to guide water~~
23 ~~away from structures within Zone AH.~~

24
25 ~~(6) (5) Standards for waterways with established Base Flood Elevations, but without~~
26 ~~Regulatory Floodways~~

27
28 Located within the areas of special flood hazard established in Section 6.5-3(B), where streams
29 exist for which base flood elevation data has been provided by the Federal Emergency
30 Management Agency without the delineation of the regulatory floodway (Zones AE and A1-30),
31 the following provisions, in addition to those set forth in Section 6.5-5(B)(1) through (5), shall
32 apply:

33
34 (a) Until a regulatory floodway is designated, no new construction, substantial
35 improvements, or other development including fill shall be permitted within the areas of special
36 flood hazard, unless it is demonstrated that the cumulative effect of the proposed development,
37 when combined with all other existing and anticipated development will not increase the water
38 surface elevation of the base flood more than one foot at any point within the community.

39
40 (b) Development activities which increase the water surface elevation of the base flood by
41 more than one foot may be allowed, provided that the developer or applicant first applies - with
42 the community's endorsement - for a conditional FIRM revision, and receives the approval of
43 the Federal Emergency Management Agency (FEMA).

1 (7.6) Standards for waterways with established Base Flood Elevations and Floodways.

2
3 Located within areas of special flood hazard established in Section 6.5-3(B), are areas designated
4 as floodways. Since the floodway is an extremely hazardous area due to the high velocity of
5 flood waters which carry debris, potential projectiles and have significant erosion potential, the
6 following provisions, in addition to those set forth in Section 6.5-5(B)(1) through (5), shall
7 apply:

8
9 (a) Prohibit encroachments, including fill, new construction, substantial improvements and
10 other developments within the regulatory floodway unless certification (with supporting
11 technical data) by a registered professional engineer is provided through hydrologic and
12 hydraulic analyses performed in accordance with standard engineering practice demonstrating
13 that encroachments would not result in any increase in flood levels during occurrence of the base
14 flood discharge.

15
16 ~~(b) Placement of manufactured homes is prohibited within the regulatory floodway, except in~~
17 ~~an existing manufactured home park or subdivision. A replacement manufactured home may be~~
18 ~~placed on a lot in an existing manufactured home park or subdivision provided the anchoring~~
19 ~~standards of Section 6.5-5(A)(2), the elevation standards of Section 6.5-5(B)(1) and (2), and the~~
20 ~~encroachment standard of Section 6.5-5(B)(7)(a), are met.~~

21
22 (e b) Development activities including new construction and substantial improvements within
23 the regulatory floodway that increase the base flood elevation may be allowed, provided that the
24 developer or applicant first applies – with the community’s endorsement – for a conditional
25 FIRM revision, and receives the approval of FEMA.

26
27 (d c) When fill is proposed, in accordance with the permit issued by the Florida Department of
28 Health, within the regulatory floodway, the development permit shall be issued only upon
29 demonstration by appropriate engineering analyses that the proposed fill will not increase the
30 water surface elevation of the base flood in accordance with Section 6.5-5(B)(7)(a).

31
32 (C) **Specific standards for A-zones without base flood elevations and regulatory**
33 **floodways.**

34
35 Located within the areas of special flood hazard established in Section 6.5-3(B), where
36 there exist A Zones (AE within the Village) for which no base flood elevation data and
37 regulatory floodway have been provided or designated by the Federal Emergency Management
38 Agency, the following provisions shall apply:

39
40 (1) Require standards of Section 6.5-5(A).

41
42 ~~(2) Require that all new subdivision proposals and other proposed developments (including~~
43 ~~proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres,~~

1 ~~whichever is the lesser, include within such proposals base flood elevation data. Standards set~~
2 ~~forth in Section 6.5-5(B) shall apply.~~

3
4 (3 2) The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood
5 elevation and floodway data available from a Federal, State of Florida, or any other source, in
6 order to administer the provisions of this chapter. When such data is utilized, provisions of
7 Section 6.5-5(B) shall apply. The Floodplain Administrator shall:

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8
9 a) Obtain the elevation (in relation to the mean sea level) of the lowest floor (including
10 the basement) of all new and substantially improved structures,

11
12 b) Obtain, if the structure has been floodproofed in accordance with the requirements of
13 Section 6.5-5(B)(2), the elevation in relation to the mean sea level to which the structure has
14 been floodproofed, and

15
16 c) Maintain a record of all such information.

17
18 (4) Notify, in riverine situations, adjacent communities, the Florida Department of
19 ~~Community Affairs~~ Economic Opportunity – NFIP Coordinating Office, and the South Florida
20 Water Management District prior to any alteration or relocation of a watercourse, and submit
21 copies of such notifications to FEMA.

22
23 (5) Assure that the flood carrying capacity within the altered or relocated portion of any
24 watercourse is maintained.

25
26 ~~(6) Manufactured homes shall be installed using methods and practices that minimize flood~~
27 ~~damage. They must be elevated and anchored to prevent flotation, collapse, and lateral~~
28 ~~movement. Methods of anchoring may include, but are not limited to, use of over the top or~~
29 ~~frame ties to ground anchors. This requirement is in addition to applicable State of Florida and~~
30 ~~local anchoring requirements for resisting wind forces.~~

31
32 (7 6) When the data is not available from any source, in accordance with standard set forth in
33 Section 6.5-5(C)(2) of this Section, the lowest floor of the structure shall be elevated to no lower
34 than three feet above the highest adjacent grade. Standards set forth in Section 6.5-5(B) shall
35 apply.

36
37 ~~(D) Standards for AO-zones.~~

38
39 ~~Located within the areas of special flood hazard established in Section 6.5-3(B), are areas~~
40 ~~designated as shallow flooding areas. These areas have flood hazards associated with base flood~~
41 ~~depths of one to three feet, where a clearly defined channel does not exist and the path of~~
42 ~~flooding is unpredictable and indeterminate; therefore, the following provisions, in addition to~~
43 ~~Section 6.5-5(A), apply:~~

1 (1) ~~All new construction and substantial improvements of residential structures in all AO~~
2 ~~Zones shall have the lowest floor, including basement, elevated above the highest adjacent grade~~
3 ~~at least as high as the depth number specified in feet on the Flood Insurance Rate Map plus one.~~
4 ~~If no flood depth number is specified, the lowest floor, including basement, shall be elevated to~~
5 ~~no less than two feet above the highest adjacent grade.~~

7 (2) ~~All new construction and substantial improvements of non-residential structures shall:~~

9 (a) ~~Have the lowest floor, including basement, elevated above the highest adjacent~~
10 ~~grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map. If~~
11 ~~no flood depth number is specified, the lowest floor, including basement, shall be elevated to at~~
12 ~~least two feet above the highest adjacent grade, or~~

14 (b) ~~Together with attendant utility and sanitary facilities be completely floodproofed~~
15 ~~to no less than one foot above that level to meet the floodproofing standard specified in Section~~
16 ~~6.5 5(D)(2)(a).~~

18 (3) ~~Adequate drainage paths around structures shall be provided on slopes to guide water~~
19 ~~away from structures.~~

21 (4) ~~Fully enclosed areas below the lowest floor that are subject to flooding shall meet the~~
22 ~~non-elevation design requirements of Section 6.5 5(B).~~

24 **Sec. 6.5-6. Variance and Appeal Procedures.**

26 (A) **Appeals Procedures**

28 Any appeal shall first be heard by the Village's Planning and Zoning Board, which shall make a
29 recommendation to the Village Commission. After the Village Commission has received the
30 recommendation from the Planning & Zoning Board, the appeal will be heard during a public
31 hearing, and a final decision issued by the Village Commission. The standard of review for both
32 the Board and the Village Commission is whether the the decision of the Floodplain
33 Management Administrator erred in in any requirement, decision, or determination in the
34 enforcement or administration of this chapter. The Village Commission shall issue the final
35 decision as to appeal. Any person aggrieved by the decision of the Village Commission may
36 appeal, via appellate certiorari review, such decision to the Circuit Court.

38 (B) **Variance procedures.**

40 In acting upon a variance application, the Planning and Zoning Board shall make a
41 recommendation to the Village Commission. After it has received the recommendation of the
42 Village's Planning & Zoning Board, the Village Commission shall then make a final decision on
43 the variance request, during a public hearing. Both the Board and the Village Commission shall

Deleted: p
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Deleted: as established by the Village Commission of the Village of Biscayne Park shall hear and decide appeals and requests for variances from the requirements of this ordinance.¶
¶ (B) . Duties of variance and appeals board.¶
¶ The board shall hear and
Deleted: decide appeals when it is alleged an error
Deleted: is made by the Floodplain Management Administrator
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Deleted: consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:

1 | utilize, amongst other relevant technical provisions of the code, the following criteria and the
2 | specific requirements of sections (C), (D), (E), and (F), below:

- 3
- 4 (1) The danger that materials may be swept onto other lands to the injury of
5 others;
- 6
- 7 (2) The danger of life and property due to flooding or erosion damage;
- 8
- 9 (3) The susceptibility of the proposed facility and its contents to flood damage
10 and the effect of such damage on the individual owner;
- 11
- 12 (4) The importance of the services provided by the proposed facility to the
13 community;
- 14
- 15 (5) The necessity to the facility of a waterfront location, where applicable;
- 16
- 17 (6) The availability of alternative locations for the proposed use which are not
18 subject to flooding or erosion damage;
- 19
- 20 (7) The compatibility of the proposed use with existing and anticipated
21 development;
- 22
- 23 (8) The relationship of the proposed use to the comprehensive plan and
24 floodplain management program for that area;
- 25
- 26 (9) The safety of access to the property in times of flood for ordinary and
27 emergency vehicles;
- 28
- 29 (10) The expected heights, velocity, duration, rate of rise, and sediment of
30 transport of the flood waters and the effects of wave action, if applicable, expected
31 at the site; and
- 32
- 33 (11) The costs of providing governmental services during and after flood
34 conditions, including maintenance and repair of public utilities and facilities such
35 as sewer, gas, electrical, and water systems, and streets and bridges.

36

37 | **(C) Conditions for variances.**

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- 38
- 39 (1) Variances shall only be issued when there is:
- 40
- 41 a) A showing of good and sufficient cause;
 - 42
 - 43 b) A determination that failure to grant the variance would result in exceptional
44 hardship; and

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c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(2) Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this chapter.

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(3) Variances shall not be granted after-the-fact.

(4) The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances in the community's NFIP Biennial Report or upon request to FEMA and the State of Florida, Department of ~~Community Affairs~~ Economic Opportunity, NFIP Coordinating Office.

(D) Variance notification.

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Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

(1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and

(2) Such construction below the base flood level increases risks to life and property.

(3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

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(E) Historic structures.

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Variances may be issued for the repair or rehabilitation of "historic" structures – meeting the definition in this ~~ordinance~~ chapter – upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a "historic" structure.

(F) Structures in regulatory floodway.

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Variances shall not be issued within any designated floodway if any impact in flood conditions or increase in flood levels during the base flood discharge would result.

(G) Appeal of Variance Request.

1 | Any person aggrieved by the decision of the Village Commission may appeal, via appellate
2 | certiorari review, such decision to the Circuit Court.

3
4 Secs. 6.5-87--6.5-15. Reserved.

5
6 **ARTICLE II. ADMINISTRATION**

7
8 **Sec. 6.5-16. Enforcement.**

9
10 The ~~municipal~~ Village Building eOfficial shall administer and enforce the provisions of this
11 chapter within Biscayne Park.
12 (Ord. No. 277, § 7, 12-1-92)

13
14 **Sec. 6.5-17. Rules for interpreting district boundaries.**

15
16 The boundaries of the flood hazard areas shown on the official flood insurance rate map may be
17 determined by scaling distances. Required interpretations of those maps for precise locations of
18 said boundaries shall be made by the ~~municipal~~ Village Building eOfficial.

19
20 **Sec. 6.5-18. Variances.**

21
22 | (a)___The village commission shall have the authority and duty to consider and act upon
23 applications for a variance from these regulations for properties located within the incorporated
24 areas of Biscayne Park as hereinafter set forth. The village commission is hereby advised that in
25 granting any variances hereunder, said official shall consider the purposes of the National Flood
26 Insurance Program as specified in Title 44, Code of Federal Regulations. Furthermore, the
27 village commission shall consider the fact that an annual report on variances granted shall be
28 submitted to the National Flood Insurance Administration, which report is the basis for continued
29 availability of flood insurance to the inhabitants of the incorporated areas of Biscayne Park, and
30 therefore variances shall be granted with extreme caution.

31
32 | (b)___The village commission may grant variances from the terms of this chapter as will not be
33 contrary to the public interest, where owing to special conditions, a literal enforcement of the
34 provisions hereof will result in unnecessary hardship, and so the spirit of the regulations shall be
35 observed and substantial justice done; provided, that the variance will be in harmony with the
36 general purpose and intent of this chapter and that the same is the minimum variance that will
37 permit the reasonable use of the premises. Upon receipt of all necessary information including a
38 staff report, the village commission shall review the information and render a decision, either
39 approving, modifying or denying the request. A copy of said decision shall be published in a
40 newspaper of general circulation. All approvals or modifications shall not be effective until ten
41 (10) days after the village commission's decision is published in a newspaper of general
42 circulation. A courtesy notice containing the decision of the village commission may be mailed
43 to adjacent and abutting property owners of record, their tenants or their agents, that are duly

1 noted on the application. The failure to mail or receive such courtesy notice shall not affect any
2 action or proceedings taken hereunder.
3

4 | (c)___Variances may be issued by the village commission for the reconstruction, rehabilitation
5 or restoration of structures listed on the National Register of Historic Places or the State
6 Inventory of Historic Places without regard to the procedures set forth in the remainder of this
7 section, except for subsection (d)(12), and provided the proposed reconstruction, rehabilitation,
8 or restoration will not result in the loss of historic designation.
9

10 | (d)___In passing upon all such applications except those pursuant to subsection (c), the village
11 commission, shall consider all technical evaluations, all relevant factors, all standards specified
12 in other sections of this chapter, and:
13

14 | (1)___The danger that material may be swept onto other lands to the injury of
15 others;
16

17 | (2)___The danger to life and property due to flooding or erosion damage;
18

19 | (3)___The susceptibility of the proposed facility and its contents to flood damage
20 and the effect of such damage on the individual owner;
21

22 | (4)___The importance of the services provided by the proposed facility to the
23 community;
24

25 | (5)___The necessity of the facility to be located on the waterfront;
26

27 | (6)___The availability of alternative locations, not subject to flooding or erosion
28 damage, for the proposed use;
29

30 | (7)___The compatibility of the proposed use with existing and anticipated
31 development;
32

33 | (8)___The relationship of the proposed use to the comprehensive plan and
34 floodplain management program for that area;
35

36 | (9)___The safety of access to the property in times of flood for ordinary and
37 emergency vehicles;
38

39 | (10)___The expected heights, velocity, duration, rate of rise and sediment
40 transport of the flood waters and the effects of wave action, if applicable,
41 expected at the sites;
42

43 | (11)___Upon consideration of the factors listed above, and the purposes of this
44 chapter, the village commission may attach such conditions, limitations, and

1 restrictions to any variance as deemed necessary to further the purposes of this
2 chapter;

3
4 (12)___ Criteria for variances:

5 a. ___Variances shall only be granted upon a determination that the
6 variance is the minimum necessary, considering the flood hazard, to afford
7 relief; and in the instance of a historical building, a determination that the
8 variance is the minimum necessary in order not to destroy the historic
9 character and design of the building;

10
11 b. ___Variances shall only be granted upon (i) a showing of good and
12 sufficient cause, (ii) a determination that failure to grant the variance
13 [would result in hardship] upon or victimization of the public, or conflict
14 with existing local laws or ordinances.

15
16 (13)___ Any applicant to whom a variance is granted shall be given written notice
17 specifying the difference between the base flood elevation and the elevation to
18 which the structure is to be built and stating that the cost of flood insurance will
19 be commensurate with the increased risk resulting from the reduced lowest floor
20 elevation.

21
22 (14)___ The village commission shall maintain the records of all variance actions
23 and report any variances to the Federal Emergency Management Agency upon
24 request.

25
26 (15)___ Review and appeal. Review of any decision or action of the village
27 commission pursuant to this chapter shall be to the Dade County Environmental
28 Quality Control Board, in accordance with the procedures set forth in section 24-6
29 of the Code of ~~Metropolitan~~ Miami-Dade County, Florida. Any person aggrieved
30 by any decision of the Dade County Environmental Quality Control Board on an
31 appeal may seek judicial review in accordance with the Florida Rules of Appellate
32 Procedure.

33
34 **ARTICLE III. DEVELOPMENT STANDARDS**

Deleted: Secs. 6.5-19--6.5-25.
Reserved.¶
¶

35
36 **Sec. 6.5-26. Standards for development in a special flood hazard (SFH) area, or area
37 outside of a special flood hazard area.**

38 The ~~municipal~~ Village Building Official is responsible for the administration and enforcement
39 of this chapter and shall:

40
41 (1)___ Require development permits for all proposed construction or other improvement within
42 said areas.
43

- 1 | (2)___Review permit applications for repairs within said areas to determine that the proposed
2 | repair:
- 3 | ___a.___Uses construction materials and utility equipment which are
4 | resistant to flood damage; and
- 5 | ___b.___Uses construction methods and practices which will minimize
6 | flood damage.
- 7 |
- 8 | (3)___Review permit applications for new construction or substantial improvements within said
9 | areas to assure that the proposed construction (~~including prefabricated and manufactured homes~~):
- 10 | ___a.___Is protected against flood damage;
- 11 | ___b.___Is designed (or modified) and anchored to prevent flotation,
12 | collapse or lateral movement of the structure;
- 13 | ___c.___Uses construction materials and utility equipment which are
14 | resistant to flood damage, and also uses construction methods and practices which
15 | will minimize flood damage; and
- 16 | ___d.___Provides in the plans section of the development permit application
17 | the appropriate federal flood zone, base flood elevation, crown of road
18 | information, and Miami-Dade County flood criteria.
- 19 |
- 20 | (4)___Review ~~subdivision proposals and other~~ proposed new developments to assure that:
- 21 | a.___All such proposals are consistent with the need to minimize flood damage;
- 22 | b.___All public utilities and facilities, such as sewer, gas, electrical, and water systems
23 | are located, elevated, or constructed to minimize or eliminate flood damage; and
- 24 | c.___Adequate drainage is provided so as to reduce the exposure to flood hazards.
- 25 |
- 26 | (5)___Require new or replacement water supply systems and ~~treatment plants and~~ sanitary
27 | sewage ~~plants and~~ systems to be designed to minimize or eliminate infiltration of flood waters
28 | and discharges from the systems and plants into flood waters, and require on-site waste water
29 | disposal systems to be located so as to avoid impairment of them or contamination from them
30 | during flooding.
- 31 |
- 32 | (6)___Require a lowest floor elevation certification or floodproofing certification before tie-
33 | beam inspection and after the lowest floor is completed. Upon placement of the lowest floor, or
34 | floodproofing by whatever construction means, whichever is applicable, it shall be the duty of
35 | the permit holder to submit to the ~~municipal Village Building e~~Official said as-built certification
36 | as built in relation to mean sea level. Said certification shall be prepared by or under the direct
37 | supervision of a registered land surveyor or professional engineer and certified by same. When
38 | floodproofing is utilized for a particular structure, said certification shall be prepared by or under
39 | the direct supervision of a professional engineer or architect and certified by same. Any work
40 | undertaken prior to submission of the certification shall be at the permit holder's risk. The
41 | ~~municipal Village Building e~~Official shall review the elevation certification submitted,
42 | deficiencies detected by such review shall be corrected by the permit holder immediately and
43 | prior to further progressive work being permitted to proceed. Failure to submit the survey or
44 | failure to make said corrections shall be cause to issue a stop-work order for the project.

- 1
2 | (7)___Require that all new ~~subdivision proposals and other~~ proposed developments (including
3 ~~proposals for manufactured home parks and subdivisions~~) include within such proposals base
4 flood elevation data, existing grade and crown of adjacent road elevations, and Miami-Dade
5 County flood criteria.
6
- 7 | (8)___Obtain, review and reasonably utilize any base flood elevation available from a federal,
8 state, or other source, including data developed pursuant to subsection (7), as criteria for
9 requiring that new construction, substantial improvements, or other development in zone A on
10 the community's FIRM meet the standards in this chapter.
11
- 12 | (9)___Review proposed development to assure that all necessary permits have been received
13 from those governmental agencies from which approval is required by federal or state law,
14 including section 404 of the Federal Water Pollution Control Act Amendments of 1972, U.S.C.
15 1334.
16
- 17 | (10)___All records pertaining to the provisions of this chapter shall be maintained in the office of
18 the municipal official and shall be open for public inspection.
19
- 20 | (11)___Review proposed development to assure that:
21 a. ___No use shall be made for other than crop, grove, nursery and grazing
22 purposes, or similar uses, and no building of any type shall be constructed, erected
23 upon or moved to any land below the elevation established by the county flood
24 criteria map as adopted by the board of county commissioners, or the back of
25 sidewalk elevation of the road fronting the property, or if there is no sidewalk, the
26 elevation of the crown of road or street abutting such building site, whichever is
27 higher.
28 b. ___For uses other than residential requiring a floor, the floor elevation shall
29 be a minimum of four (4) inches above the elevation established by the county
30 flood criteria map, or the back of sidewalk elevation, or if there is no sidewalk,
31 the elevation of the highest crown of road or street abutting such building site,
32 whichever is higher, or if the road has no crown, then the highest edge of cross
33 section of the road shall apply. For all residential uses, the floor elevation shall be
34 a minimum of eight (8) inches above the elevation established by the county flood
35 criteria map, or the back of sidewalk elevation, or if there is no sidewalk, the
36 elevation of the highest crown of road or street abutting such building site,
37 whichever is higher, or if the road has no crown, then the highest edge of cross
38 section of the road shall apply.
39 c. ___In all cases and for all uses, when the property is located in a special flood
40 hazard area, as determined by the flood insurance rate map for the Village of
41 Biscayne Park, Florida, the floor elevation obtained as above described, shall be
42 compared against the base flood elevation shown on the flood insurance rate map
43 and the higher of the two (2) shall be used for design and construction.

1 | d. The provisions of this subsection shall not apply to off-street parking
2 | facilities constructed underground and other similar types of below grade areas
3 | within a building which are not lowest floor and contain neither electrical nor
4 | mechanical equipment. All such facilities constructed below grade shall be
5 | designed and constructed and contain essential equipment, if necessary, to prevent
6 | infiltration and accumulation of water or to provide for immediate and continuous
7 | elimination of water. A Florida registered engineer or architect shall submit data
8 | and a floodproofing certificate to assure that the design complies with all
9 | guidelines of subsection 6.5-4(b).

10 |
11 | (12) If in the review of a development application within the ~~incorporated area~~ Village of
12 | Biscayne Park, it is determined that in the application of the provisions of this subsection the
13 | applicant would be otherwise required to provide flood protection in excess of the requirements
14 | of this chapter, then it shall be the responsibility and authority of the ~~municipal~~ Village Building
15 | ~~Official~~, or his designee, to review such plans and may grant a variance to the requirements of
16 | this subsection to provide flood protection which is no less than the flood protection required by
17 | this chapter based upon good engineering practice. Said decision shall be subject to appeal in
18 | accordance with subsection 6.5-18(d)(15).

19 |
20 | **Sec. 6.5-27. Standards for development within special flood hazard (SFH) areas.**

21 |
22 | (a) No new construction or substantial improvement of any residential structure or
23 | manufactured home shall be permitted in SFH areas, and no development permit referred to in
24 | subsection 6.5-26 of this chapter shall be issued therefor, unless said new construction or
25 | substantial improvement has the lowest floor (including basement) elevated to or above the level
26 | of the regulatory flood (100-year flood). Electrical, plumbing and other attendant utilities are
27 | prohibited below the base flood elevation.

28 |
29 | (b) No new construction or substantial improvement of any nonresidential structure shall be
30 | permitted in SFH areas, and no development permit referred to in subsection 6.5-26 of this
31 | chapter shall be issued therefor, unless said development has the lowest floor (including
32 | basement) elevated to or above the level of the base flood (100-year flood). If the lowest
33 | permitted floor level of such nonresidential structure (including basement) is below the
34 | regulatory flood level then such nonresidential structure together with attendant utility and
35 | sanitary facilities shall be floodproofed to one (1) foot above the level of the base flood; provided
36 | that the lowest floor level of such nonresidential structure (including basement) shall be not more
37 | than ten (10) feet below the base flood level. Where floodproofing is utilized for a particular
38 | structure, a registered professional engineer or architect shall certify that the floodproofing
39 | methods are adequate to withstand the flood depth, pressures, velocities, impact and uplift forces
40 | associated with the base flood, and a record of such certificates indicating the specific elevation
41 | (in relation to mean sea level) to which such structure is floodproofed shall be maintained with
42 | the ~~designated~~ Village Building Official.

1 | ~~(d) All manufactured homes placed or substantially improved in an existing manufactured~~
2 | ~~home park or subdivision shall be elevated so that:~~

3 | ~~(1) The lowest flood of the manufactured home is elevated no lower than the level of the base~~
4 | ~~flood elevation;~~

5 | ~~(2) The manufactured home chassis is supported by reinforced piers or other foundation~~
6 | ~~elements of at least an equivalent strength, of no less than thirty six (36) inches in height above~~
7 | ~~grade;~~

8 | ~~(3) The manufactured home shall be securely anchored to the adequately anchored foundation~~
9 | ~~system to resist flotation, collapse and lateral movement;~~

10 | ~~(4) In an existing manufactured home park or subdivision in which a manufactured home has~~
11 | ~~incurred "substantial damage" as the result of a flood, any manufactured home placed or~~
12 | ~~substantially improved shall meet the standards of subsection (a).~~

14 | (e c) All recreational vehicles placed within this area shall either:

16 | (1) Be fully licensed and ready for highway use;

17 | (2) The recreational vehicle shall meet all the requirements for new
18 | construction, including anchoring and elevation requirements of subsection (c); or

19 | (3) Be on the site for fewer than one hundred eighty (180) consecutive days.

20 | A recreational vehicle is ready for highway use if it is on its wheels or jacking
21 | system, is attached to the site only by disconnect type utilities and security
22 | devices and has no permanently attached structures.

24 | (f d) Elevated buildings. New construction or substantial improvements of elevated buildings
25 | that include fully enclosed areas formed by foundations and other exterior walls below the base
26 | flood elevation shall be designed to preclude finished living space except allowable uses i.e.
27 | parking, limited storage and building access and shall be designed to allow for the entry and exit
28 | of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Designs for
29 | complying with this requirement must either meet the following minimum criteria or be certified
30 | by a professional engineer or architect:

32 | (1) Provide a minimum of two (2) openings having a total net area of not less
33 | than one (1) square inch for every square foot of enclosed area subject to
34 | flooding;

35 | (2) The bottom of all openings shall be no higher than one (1) foot above
36 | grade; and

37 | (3) Openings may be equipped with screens, louvers, valves or other
38 | coverings or devices provided they permit the automatic flow of floodwaters in
39 | both directions;

40 | Electrical, plumbing, and other utility connections are prohibited below the base
41 | flood elevation.

43 | Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles
44 | (garage door), (standard exterior door), or entry to the living area (stairway or elevator); the

Deleted: (c) All manufactured homes placed, or substantially improved, on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks, in substantially improved manufactured home parks, shall meet all of the requirements for "new construction", including elevation and anchoring as found in subsection (a).¶

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1 interior portion of such enclosed area shall not be partitioned or finished into separate rooms or
2 air conditioned.
3

4 **Section 4.** It is the intention of the Village Commission of the Village of
5 Biscayne Park, Florida that the provisions of this ordinance shall become and be made a part of
6 the Village of Biscayne Park Code of Ordinances. The sections of this ordinance may be re-
7 numbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such
8 other appropriate word or phrase in order to accomplish such intentions.

9
10 **Section 5.** All Ordinances or parts of Ordinances, Resolutions or parts of
11 Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.
12

13 **Section 6.** If any clause, section, or other part or application of this Ordinance
14 shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such
15 unconstitutional or invalid part or application shall be considered as eliminated and so not affecting
16 the validity of the remaining portions or applications remaining in full force and effect.
17

18 **Section 7:** This Ordinance shall become effective on adoption.
19

20 The foregoing Ordinance was offered by Commissioner _____, who
21 moved its adoption. The motion was seconded by _____.
22

23 PASSED AND ADOPTED upon second reading this _____ day of _____.

Deleted: first

24
25
26 _____
27 Roxanna Ross, Mayor

28 ATTEST:
29

30 _____
31 Village Clerk

32
33 **APPROVED AS TO LEGAL FORM**
34 **AND SUFFICIENCY:**

35
36 _____
37 Village Attorney

38
39
40
41



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161
Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Marla Camara
Village Clerk

October 20, 2011

To: Mayor Roxana Ross
Vice Mayor Bob Anderson
Commission Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Resolution 2011-48 Contract for Professional Support Services

Background Analysis:

The challenges our new Finance team faced this year were monumental. The accomplishments in spite of all odds reflect the team we have in place.

There exists more work to be done as we continue to raise the bar in all areas of our Finance Department, from further enhancing policies and procedures, to evaluating grant opportunities, asset inventory and the future needs of our Village from a capital improvement perspective.

The Auditors recommend that the Village of Biscayne Park continue to provide assistance to our Finance team especially in the very critical area of bank reconciliation and audit support, and recommend that the Village obtain additional assistance from a CPA. Though the 2009-2010 audit has been successfully completed, our plan is to commence the process of preparing for and being ready to address the audit for 2010-2011 and to complete it ahead of schedule.

As Manager I want to insure the success of our Finance team, and we support the recommendations of our Auditors. The 2011-12 Budget that was adopted includes \$5,000 for Professional Services – Accounting support. We recommend to increase that line item by \$5,000 for a total of \$10,000. The additional \$5,000 would be transferred from the Contingency line item in General Government.

By retaining the professional services of Paucar, Zamora & Hernandez, PLLC, we can insure that the Village of Biscayne Park and our Finance team are in an overall solid position.

Fiscal/Budgetary Impact

Increasing the Professional Services – Accounting Support line item in Finance from \$5,000 to \$10,000 and making the necessary adjustment from the Contingency line item.

Manager Recommendation

Page 1 of 2

Manager Recommendation

We ask for Commission support based on both the recommendations of our audit team as well as the Village management team. The firm of Paucar, Zamora & Hernandez, PLLC has been responsive and has worked extremely well with the Finance team and the auditors and that is reflected in goals achieved and deadlines met.

Manager recommends approval.

1
2
3 **RESOLUTION NO. 2011-48**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**
7 **RELATING TO CONTRACTS; AUTHORIZING THE**
8 **VILLAGE MANAGER TO EXECUTE THE**
9 **CONTRACT FOR PROFESSIONAL SUPPORT**
10 **SERVICES TO PAUCAR, ZAMORA & HERNANDEZ,**
11 **PLLC; PROVIDING FOR AN EFFECTIVE DATE.**
12
13
14

15 WHEREAS, the professional support services of Paucar, Zamora & Hernancez, PLLC
16 (hereinafter referred to as "Consultant") were utilized for the successful completion of the
17 2009-10 audit; and,
18

19 WHEREAS, additional work exists in all areas of Finance, specifically in the start and
20 successful completion of the 2010-11 audit,; and,
21

22 WHEREAS, our auditing firm has recommended that the Village continue to provide
23 assistance to our Finance Department in the area of bank reconciliation and audit support; and
24

25 WHEREAS, the services selection is consistent with section 2-141, relating to
26 professional consultant services; and,
27

28 WHEREAS, the Village desires to retain the services of the Consultant through a
29 professional services contract for an amount not to exceed \$10,000, to encompass all services
30 required and to be paid on task order basis, commencing October 5, 2011.
31
32

33 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
34 VILLAGE OF BISCAYNE PARK, FLORIDA:
35
36

37 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
38 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
39

40 **Section 2.** The Village Manager is authorized to execute the contract for
41 professional support services with Paucar, Zamora & Hernandez, PLLC, for an amount not to
42 exceed \$10,000. The agreement, in substantial form, is attached and incorporated by reference
43 into this resolution as exhibit 1.
44

45 **Section 3.** This Resolution shall become effective upon adoption.
46

1 PASSED AND ADOPTED this ____ day of October, 2011.

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**The foregoing resolution upon being
put to a vote, the vote was as follows:**

Roxanna Ross, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commission Childress: _____
Commissioner Cooper: _____

VILLAGE OF BISCAYNE PARK CONTRACT FOR
PROFESSIONAL SUPPORT SERVICES

THIS CONTRACT is made and entered into as of the _____ day of _____, 2011 by and between the Village of Biscayne Park (Village), and Paucar Zamora & Hernandez, PLLC, (Consultant).

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform the Certified Public Account work described in this contract and the Consultant desires to accept the engagement; and,

WHEREAS, Consultant maintains specialized services and knowledge of the Village's accounting and book keeping processes; and as a Certified Public Accountant is trained in municipal and governmental accounting standards; and

WHEREAS, due to Consultants unique skills, knowledge and experience, pursuant to the exemption for professional service contracts provided under the Village's procurement code, and the Consultant, with his specialized skills and knowledge has been selected to provide services; and,

WHEREAS, Consultant is to provide services to assist the Village in reviewing, editing, and assisting in work papers and trial balances for the Village for the 2010-2011 fiscal year; and,

WHEREAS, the Village desires to contract for Consultant's CPA services.

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

I. WHEREAS CLAUSES. The above whereas clauses are incorporated and made a part of this contract.

II. PURPOSE. The purpose of this contract is for Consultant to provide the Village with Certified Public Accountant services, the full scope of services to be listed under Section III, below.

III. SCOPE OF SERVICES. The Consultant hereby agrees to provide consulting services on a "task order" basis to help the Village with its needs for qualified general accounting, reconciliation, analysis and accounting staff services as outlined in exhibit one, attached hereto and incorporated by reference into this contract.

IV. TERM OF AGREEMENT. The Consultant shall provide services specified in section IV on a month to month basis, for up to a year of service. This contract may be extended by the Village Manager for up to an additional year of service, under the same price term and

conditions contained herein.

V. PRICE. The Village shall pay the Consultant on a "task order" basis based upon hourly services rate of \$90.00 an hour for accountants, and \$40.00 an hour rate for lesser staff not to exceed \$10,000, unless otherwise authorized under section VII, below.

VI. ISSUING TASK ORDERS. The Village shall issue task orders to Consultant. The Village shall issue additional task orders as needed.

VII. TERMINATION – GENERALLY. The Village may terminate this agreement at any time by giving the Consultant 30 calendar days prior written notice and paying the Consultant for all time and expenses incurred up until that point. If the Village discovers a problem with the Consultant's services, the Village shall immediately provide notice to the Consultant and list all deficiencies in the notice. The Consultant shall be provided seven calendar days to correct the deficiencies or problems listed in the notice. If the Consultant does not correct the problem to the satisfaction of the Village within the seven calendar days, the Village may elect to immediately terminate the agreement. The Village will be required to pay the Consultant for all time and expenses as provided for under Section VI, incurred up to date of termination. The Consultant's hourly rate shall be as provided under Section 5, per consultant hour for the purposes of determining compensation due the Consultant under this termination provision. The Village Manager shall make the final decision on behalf of the Village as to Consultant's compliance with terms of contract, quality of services and termination.

The Village shall have no liability to the Consultant for future profits or losses in the event of termination for default. The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Consultant is to provide 60 days prior written notice of intent to terminate this agreement. The Village will be required to pay the Consultant for all time and expenses as provided for under Section V, incurred up to date of termination.

VII. CHANGE ORDERS. The Village may request changes in the Scope of Services of this Consulting Services Agreement. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be in writing and authorized by the Village Manger, provided all changes and services remain under \$1,000. Any changes over the \$1,000 threshold require approval of the Village Commission.

VIII. TRANSFER AND ASSIGNMENT. None of the work or services under this contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved subconsultants shall be subject to each provision of this contract and Consultant shall be responsible and indemnify the Village for all subconsultant's acts, errors or omissions.

The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10-days by the Consultant to the Village.

IX. DOCUMENT RETENTION. The Consultant shall provide one hard copy of all draft and final documents produced to the Village. All documents, including work notes, memorandum and all work papers must be retained for three years from the date of completion of the services. All books and records maintained for the Village, together with all supporting documents, shall remain the property of the Village, and shall be returned to the Village after they have served their purpose with the service, but in any event upon the termination of the contract. No original documents or data of the Village shall be removed from the Village's premises by the Consultant.

X. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant agrees to comply with the provisions of Equal Employment Opportunity Act, (Executive Order 11246), and ensures that all employees or applicants for employment are not discriminated against because of their race, color, religion, sex, national origin or handicap status. The Consultant agrees to certify compliance with all applicable Equal Employment Opportunity regulations and employment practices.

XI. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees the fees and expenses of any paralegals, law clerks and legal assistants and costs for services rendered in connection with any enforcement of this Agreement, including appellate proceedings and post judgment proceedings. Neither party shall be responsible for pre-judgment interest. . The Village and the Consultant knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this agreement and scope of services herein.

XII. JURISDICTION AND VENUE. For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

XIII. INSURANCE AND INDEMNIFICATION.

The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Consultant or its subconsultants. In reviewing, approving or rejecting any submissions or acts of the consultant, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Consultant or its subconsultants.

The Consultant shall not commence work under this contract until it has obtained all insurance required by the Village. The Consultant shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Consultant, or the Consultant's subconsultants, suppliers and laborers incident to the performance of the Consultant's services under this contract. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

The Consultant shall maintain during the term of this contract the following insurance:

A. Consultant shall maintain the following Automobile liability insurance ---- with broad form endorsement, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name the Village as an additional insured and shall reflect the hold harmless provision contained herein.

B. Professional liability insurance with limits of \$2,000,000 combined single limit per occurrence. The policy or policies shall name the Village as an additional insured and shall reflect the hold harmless provision contained herein.

C. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

E. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

F. The Consultant shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this section and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village.

G. Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this contract.

XIV. COMPLIANCE WITH LAWS. The Consultant shall comply with all federal and state laws, and provide services in a competent and professional manner. All financial reports prepared by the Consultant shall be signed by a qualified member of the Consultant's firm, if applicable, and such signature shall be construed only as a certification of the accuracy of the report according to the best of his or her knowledge and belief, based upon information and

data furnished by the Village, which is readily available to the Consultant. Consultant shall not assume the role of an employee or of management nor will they make any management decisions concerning the financial statements. Thus it may not consummate transactions, maintain custody of any assets or liabilities or exercise any authority on behalf of the Village. The Contractor shall comply with the Village's civility and decorum requirements, as delineated in the Village's Personnel Policies.

XV. INDEPENDENT CONTRACTOR.

(1) Consultant is an independent contractor and as such shall be responsible for all taxes and related obligations in connection with this underlying contract. The Consultant affirms to the Village that he is not debarred from providing services by the Village or the State of Florida.

(2) Furthermore, Consultant affirmatively is required to provide the Village with 30 day written notice of any change to the Consultants status regarding debarment.

(3) Consultant shall promptly notify the Village Manager and Village Commission concerning any operational/financial irregularities that may surface in the performance of his routine services.

(4) Consultant is to furnish services as an independent contractor to the Village and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

(5) As an independent contractor Consultant shall assist the Village in implementing municipal financial records, and complied with all state and federal certified public accounting requirements. Consultant shall not have the power to bind the Village to any contract. Consultant shall have the power to determine the amount of time necessary to fully perform under this contract. Consultant may provide services to other clients so long as Consultant fully performs under this contract and representation of other clients does not create a conflict of interest.

(6) The Consultant is an independent contractor under this Agreement and any project agreements and nothing in this Agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the Village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this contract or the task orders issued herein shall be those of the Consultant.

XVI. SEVERABILITY. Should any section or any part of any section of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

XVII. NOTICES. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Consultant and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

XVIII. CONTRACTING OFFICER REPRESENTATION. For the purposes of this contract, the contracting officers are as follows:

To the Village: The Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

To Consultant: Paucar Zamora & Hernandez, PLLC
5825 Sunset Drive
Suite 304
South Miami, Florida 33143

XIX. ENTIRE CONTRACT. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

XX. MISCELLANEOUS PROVISION. In the event a court must interpret any word or provision of this contract, the word or provision shall not be construed against either party by reason of drafting or negotiating this contract.

IN WITNESS WHEREOF the parties have executed this contract on the date indicated above.

WITNESSED:

_____ By: _____
Paucar Zamora & Hernandez PLLC

_____ By: _____
Ana M. Garcia,
Village Manager



**PAUCAR
ZAMORA &
HERNANDEZ PLLC**

5825 SUNSET DRIVE, SUITE 304 • SOUTH MIAMI, FLORIDA 33143 • MAIN 305.665.6560

October 4, 2011

Village of Biscayne Park
Attn: Charles Smith - Finance Director
640 N.E. 114th Street
Biscayne Park, FL 33161

Dear Charlie,

Based on our discussion on September 30, 2011, there are 3 phases of services to complete the accounting and audit assistance for the year ended September 30, 2011. Please note we are providing estimated ranges based on discounted hourly rates. We believe we are efficient in our services, and to provide effective assistance to the Village, we will need to keep a hourly billing arrangement.

Phase 1: Interim and year-end accounting and support

For the fiscal year ended September 30, 2011 ("2011"), our firm will provide accounting assistance and support in the following areas:

- Prepare bank reconciliations for the funds.
- Trace prior year accounts receivables and payables, make sure these reverse in 2011, and prepare accruals for the year 2011.
- Prepare payroll reconciliations from payroll forms filed to the general ledger.
- Prepare adjustments to record any missing transactions on the general ledger.
- Reconcile inter-fund transactions (due to and from fund accounts).
- Assist in revenue reconciliation between confirmations, bank and general ledger.

The estimate for this service is \$500 to \$700 per month reconciled.

Phase 2: Closing the year / beginning of audit

For the year ended September 30, 2011, we estimate the cost of closing the year will be \$2,500 to \$3,000. This would include preparing all trial balances and necessary workpapers for the auditors to begin their year-end work.



**PAUCAR
ZAMORA &
HERNANDEZ PLLC**

5825 SUNSET DRIVE, SUITE 304 • SOUTH MIAMI, FLORIDA 33143 • MAIN 305.665.6560

Phase 3: Audit assistance

For the year ended September 30, 2011, we estimate the cost of audit assistance will be \$3,000 to \$4,000. This would include assisting the auditors in resolving any issues pertaining to the trial balances and workpapers provided to them.

If you have any questions, please contact me at (305) 665-6560 ext.110.

Sincerely

Manuel A. Paucar, CPA
Principal
PAUCAR, ZAMORA & HERNANDEZ, PLLC



Date: 11/01/2011

To: Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

cc: Manager Ana Garcia
Attorney John Hearn
and Eve Boutsis
Clerk Maria Camara

From: Mayor Roxanna Ross

Re: Resolution No. 2011-50 – Participation in the CDBG Program

REQUEST:

Approval of

Resolution No. 2011-50

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE VILLAGE TO PARTICIPATE IN THE URBAN COUNTY QUALIFICATION FOR PARTICIPATION BY MIAMI-DADE COUNTY, UNDER A COOPERATIVE AGREEMENT FOR ACCESS TO COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) FOR FISCAL YEAR 2012-2014; PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Housing and Community Development Act of 1974 requires participating counties to undergo US HUD's Urban County Qualification process in order to participate in federal Community Development Block Grants (CDBG) and Home Investment Partnerships (HOME). This funding is utilized to by Miami Dade County to provide various affordable housing type projects providing benefit County-wide. The Miami-Dade County Housing and Community Development agency has asked the Village to execute a cooperative agreement with the County to participate in the Urban County Qualification Program with Miami Dade County.

While participation through a Cooperative Agreement with the County would not guarantee the Village would receive CDBG funding, it will provide benefit of federal funding that might otherwise be lost to this region.

FISCAL/BUDGETARY IMPACT:

Minimal fiscal impact associated with reading, posting and docketing of this Resolution.

RECOMMENDATION:

Join with similarly placed small cities (El Portal, North Bay Village) in participation through a Cooperative Agreement with the County, and approve the attached draft Resolution 2011-50.

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4 **RESOLUTION NO. 2011-50**
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6 **A RESOLUTION OF THE VILLAGE COMMISSION OF**
7 **THE VILLAGE OF BISCAYNE PARK, FLORIDA**
8 **AUTHORIZING THE VILLAGE TO PARTICIPATE IN**
9 **THE URBAN COUNTY QUALIFICATION FOR**
10 **PARTICIPATION BY MIAMI-DADE COUNTY, UNDER**
11 **A COOPERATIVE AGREEMENT FOR ACCESS TO**
12 **COMMUNITY DEVELOPMENT BLOCK GRANTS**
13 **(CDBG) FOR FISCAL YEAR 2012-2014; PROVIDING**
14 **FOR AN EFFECTIVE DATE.**
15

16 WHEREAS, the Housing and Community Development Act of 1974 requires that every
17 three years all counties participating in the US HUD Community Development Block Grants
18 (CDBG) and Home Investment Partnerships (HOME) programs must undergo US HUD's Urban
19 County Qualification process; and,
20

21 WHEREAS HOME and CDBG funding is utilized to fund various affordable housing
22 type projects; and,
23

24 WHEREAS, to qualify as an "Urban County" Miami-Dade County must have a
25 combined total population of 200,000 or more excluding metropolitan cities from the
26 unincorporated areas and participating incorporated areas; and,
27

28 WHEREAS, the County does participate in CDBG and HOME programs and has
29 previously been considered an Urban County under US HUD regulations which provides
30 additional funding opportunities; and
31

32 WHEREAS, Miami-Dade County is in the process of being recertified as an "Urban
33 County", which process involves counties working with units of general local government
34 eligible to participate in the Urban County program (cities with no independent CDBG funding
35 or housing programs) began on April 22, 2011; and,
36

37 WHEREAS, Miami-Dade County, Housing and Community Development, has asked if
38 the Village would like to execute a cooperative agreement with the County, to participate in the
39 urban county qualification program; and,
40

41 WHEREAS, by electing to participate in the County's "Urban County Qualification" and
42 executing a cooperative with the County, would approve the Village for a possible allocation
43 from Miami-Dade County through the County's annual competitive Request for Application
44 (RFA) process; and,
45

46 WHEREAS, the Village has never sought CDBG funding, nor has it the current
47 infrastructure or available property to develop affordable housing but by participating in the
48 grant program with Miami-Dade County, the Village would be assisting the County with its

1 efforts and would make the Village eligible to apply for CDBG funding through Miami-Dade
2 County's allocation from US HUD; and,
3

4 WHEREAS, the formula for determining the County's annual allocation of CDBG funds
5 is based on the low- to moderate-income population of the all of the units of general local
6 government which are participating jurisdictions with the County. The impact of any
7 jurisdictions' election not to participate with the County will be in direct proportion to its low-
8 mod population in relation to the total of all participating jurisdictions.
9

10 WHEREAS, the participation would not guarantee the Village CDBG funding through
11 the Urban County Qualification, but would assist the County with this designation, and would
12 generally assist all County residents in obtaining affordable housing and could result in
13 additional street improvements.
14

15 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
16 VILLAGE OF BISCAYNE PARK, FLORIDA:
17

18 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
19 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
20

21 **Section 2.** The Village Commission authorizes the Village's participation in the US
22 Department of Housing and Urban Development (US HUD) Community Development Block
23 Grant (CDBG) and Home Investment Partnerships (HOME) program through the urban county
24 application of Miami-Dade County.
25

26 **Section 3.** The Village authorizes the Village Manager to execute the attached
27 Cooperative Agreement with Miami-Dade County, Housing and Community Development.
28

29 **Section 4.** This Resolution shall become effective upon adoption.
30

31 PASSED AND ADOPTED this _____ day of November, 2011.
32
33

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

34
35
36
37
38 _____
Roxanna Ross, Mayor

39 Attest:
40
41
42
43
44 _____
Maria C. Camara, Village Clerk

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commission Childress: _____
Commissioner Cooper: _____

1 Approved as to form:

2

3

4

5

6 John J. Hearn, Village Attorney

7

8

9

Resolution Number # _____
Awarded Amount \$ _____

**URBAN QUALIFICATION COOPERATION AGREEMENT FOR THE MIAMI-DADE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS
PROGRAM FUNDS FOR FISCAL YEARS 2012 , 2013 AND 2014**

**BETWEEN
MIAMI-DADE COUNTY
AND
VILLAGE OF BISCAYNE PARK**

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida through its Department of Housing and Community Development hereinafter referred to as "DHCD" and having its principal offices at 701 N.W. 1 Court, 14th Floor, Miami, Florida 33136, hereinafter referred to as "County", and **Village of Biscayne Park**, hereinafter referred to as "City" and having offices at 640 NE 114 Street, Biscayne Park, Florida 33161 and telephone number of 305-899-8000, collectively referred to as the "Parties", states, conditions and covenants for the participation of City in the Community Development Block Grant, Home Investment Partnerships and Emergency Shelter Grant programs, which are administered by the Department of Housing and Urban Development ("HUD"), as part of the County's jurisdiction.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant ("CDBG") Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and development of viable urban communities. Program regulations are at 24 CFR Part 570; and

WHEREAS, the Home Investment Partnerships program ("HOME") is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Program regulations are at 24 CFR Part 92; and

WHEREAS, the Emergency Shelter Grant ("ESG") program is authorized by the McKinney-Vento Homeless Assistance Act, as amended. Program regulations are at 24 CFR Part 576.

WHEREAS, the CDBG, HOME and ESG programs shall collectively be referred to as the "Federal Funds"; and

WHEREAS, the City desires to participate in the CDBG, HOME and ESG programs as a participating municipality in the County's jurisdiction; and

WHEREAS, the County is desirous of the City participating in the CDBG, HOME and ESG programs as part of the County's Entitlement jurisdiction; and

WHEREAS, it is mutually beneficial to each of the Parties hereto for the County to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinances and state and federal law; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has indicated that the County and City may cooperate as an Urban County Joint Entitlement Recipient in administration of CDBG, HOME and ESG; and

WHEREAS, County and City are required to execute a cooperation agreement, or renew an existing cooperation agreement, for the City's participation in the County's jurisdiction for Federal Funds for each three-year qualification period ("Qualification Period"); and

WHEREAS, the governing bodies of the County and the City have authorized the execution of this Agreement by the Chief Executive Officer of the County and City, respectively, or where not approved prior to being signed by the Chief Executive Officer of the County and City, respectively, this Agreement shall be contingent upon ratification by the governing bodies of the County and the City, respectively, and evidence of such ratification shall be attached herewith; and

WHEREAS, this Agreement shall be accompanied by a legal opinion from the County's counsel that the terms and provisions of this Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County; and

WHEREAS, the County intends to further include within the Urban County the **Village of Biscayne Park**,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City, by executing this Agreement, agrees that:
 - a. City may receive an allocation under the CDBG and HOME Programs through the County's, Request for Application Process. The County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. (Note: this does not preclude the County or the City from applying for State HOME funds.); and
 - b. City may not apply for grants from appropriations under the State CDBG Program for the fiscal years City participates in the County's CDBG program; and
 - c. City may receive an allocation under the ESG program only through the County, However, City may apply to the State for ESG funds, if the State allows.
2. This Agreement shall cover the County Qualification Period for Fiscal Years 2012, 2013, and 2014 for which the County is to qualify to receive Federal Funds. This Agreement shall remain in effect until the Federal Funds and program income received (with respect to the three-year qualification period and any successive qualification periods pursuant to automatic renewal of this Agreement) are expended and the funded activities completed, and the County and the City cannot terminate or withdraw from this Agreement while the Agreement remains in effect.
3. This Agreement may be automatically renewed for successive three-year Qualification periods at the discretion of the County unless the County or the City provides written notice that it elects not to extend City's participation for the new Qualification Period. The City and County agree that a copy of such notice shall be timely sent to the HUD Field Office.
4. By the date specified in the HUD's Urban County Qualification Notice for each Qualification Period, the County will notify the City in writing of its right not to participate. A copy of the County's notification to City shall be sent to the HUD Field Office by the date specified in the Urban County Qualification schedule located in any applicable Urban County Qualification Notice for a Qualification Period.
5. The Parties agree that they will timely execute any amendments to the Agreement necessary to comply with the requirements for cooperation agreements set forth in the Urban County Qualification Notice, attached as referenced (Exhibit A), for any Qualification Period governed by this Agreement. The Parties further agree that any amendment so executed will be timely submitted to HUD as required by the Urban County Qualification CPD Notice 11-02 (04/28/11 - 04/28/2012). (See Attachment A, Section IV.E; Documents To Be Submitted To HUD). Failure to comply with the requirements of this section will void the automatic renewal for the applicable qualification period.

6. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
7. The County and City shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Urban Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
8. Under no circumstances shall the Federal Funds be used for activities in, or in support of, any participating municipality, including City, that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
9. The City acknowledges that the County has final responsibility and authority for selecting activities to fund with the Federal Funds and submitting the Consolidated Plan to HUD. The City agrees that during the term of this Agreement, the City will fully support the implementation of the County's Consolidated Plan and any amendments.
10. The City affirms that it has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local Laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the City.
11. Pursuant to 24 CFR 570.503, the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12. The County shall take the final responsibility and assume all the obligation of application for assistance under the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, including the analysis of needs, the setting of objectives, the development of a HUD and Consolidated Plan, the HUD Consolidated Plan and Action Plans, and any other documents, assurances, or certificates as required by HUD, subject to change in legislation or regulations.
13. Funds for housing and community development activities shall be expended in a manner to reflect the needs of low to moderate-income groups pursuant to the Housing and Community Development Act 1974, as amended.
14. All records of the County or City related to this Agreement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, County and/or City auditors during the normal business hours.
15. This agreement shall be binding upon the Parties hereto and their successors and assigns.
16. The City and the County acknowledge that it may be necessary to dispose of real property that was originally acquired or improved in whole or in part using Federal Funds. The City agrees that it shall notify the County within thirty (30) days regarding any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement, including disposition. The City acknowledges that federal regulations may require a public hearing or other process prior to modifying, changing the use or disposing of such real property.

17. **Indemnification.** The County shall not assume any liability for the acts, omissions to act or negligence of the City, its agents, servants or employees; nor shall the City exclude liability for its own acts, omissions to act, or negligence arising out of the City's performance pursuant to this Agreement. The City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners principals or subcontractors. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the City shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or City nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IN WITNESS THEREOF, the parties hereto have caused this thirty-eight (38) page contract to be executed by their undersigned officials as duly authorized, this _____ day of _____ 2011.

AWARDEE:
Village of Biscayne Park

MIAMI-DADE COUNTY

BY: _____

BY: _____

NAME: _____

NAME: Alina Tejeda Hudak

TITLE: Mayor

TITLE: County Manager

DATE: _____

APPROVED AS TO FORM:

ATTEST

BY: _____

BY: _____

NAME: _____

TITLE: County Attorney

TITLE: Clerk, Board of County Commissioners

DATE: _____

Passed, Adopted and approved this _____ day of _____ 2011

ATTEST

BY: _____
(Signature)

VILLAGE OF BISCAYNE PARK:

Mayor/City Manager

Type or Print Name
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES



Date: 11/01/2011

To: Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

cc: Manager Ana Garcia
Attorney John Hearn
and Eve Boutsis
Clerk Maria Camara

From: Mayor Roxanna Ross

Re: Resolution No. 2011-51 - Special Commission Meeting and Workshop

REQUEST:

Approval of:

Resolution No. 2011-51

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA SCHEDULING A SPECIAL COMMISSION MEETING ON FRIDAY, DECEMBER 9, 2011, FOR THE PURPOSE OF CERTIFYING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION; ADMINISTERING THE OATH OF OFFICE TO THE NEWLY ELECTED COMMISSIONERS; PROVIDING A WORKSHOP AND ORIENTATION TO ALL ELECTED OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Elections for 3 commissioner seats are scheduled to be held in the Village of Biscayne Park on December 6, 2011. Upon certification of the returns of election by the Supervisor of Elections of Miami-Dade County, Florida, consistent with state law, the Village Commission is required to canvass the returns as certified by the Supervisor of Elections.

A Special Meeting on the Friday following the elections will allow opportunity to certify the results of the election through resolution, administer the oath of office to newly elected commissioners, and provide orientation and summary instruction as it relates to sunshine law, public records and ethics requirements for elected officials.

Part business and part ceremony this meeting will provide a transition for the reconstituted commission to celebrate the election results, receive useful instruction to assist the Commission in execution of its duties, as well as prepare for the regular Commission Meeting to be held December 13, 2011.

FISCAL/BUDGETARY IMPACT:

Fiscal impact associated with reading, posting and docketing of this Resolution, and the cost of holding a special commission meeting.

RECOMMENDATION:

Approval of the attached draft Resolution 2011-51.

RESOLUTION NO. 2011-51

**A RESOLUTION OF THE VILLAGE COMMISSION
OF THE VILLAGE OF BISCAYNE PARK, FLORIDA
SCHEDULING A SPECIAL COMMISSION MEETING
ON FRIDAY, DECEMBER 9, 2011, FOR THE PURPOSE
OF CERTIFYING THE RESULTS OF THE GENERAL
MUNICIPAL ELECTION; ADMINISTERING THE
OATH OF OFFICE TO THE NEWLY ELECTED
COMMISSIONERS; PROVIDING A WORKSHOP AND
ORIENTATION TO ALL ELECTED OFFICIALS;
PROVIDING FOR AN EFFECTIVE DATE.**

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12
13
14 WHEREAS, pursuant to Village Charter Sec. 5.02 Elections (C), a general election shall
15 be held in each odd-numbered year, on the first Tuesday in December, for the purpose of electing
16 three (3) Commissioners; and,
17

18 WHEREAS, the Supervisor of Elections of Miami-Dade County, Florida, will count the
19 ballots and certified the returns of said election to the Village Commission; and,
20

21 WHEREAS, the Village Commission, consistent with state law, is required to canvass the
22 returns of the election, as certified by the Supervisor of Elections of Miami-Dade County,
23 Florida; and,
24

25 WHEREAS, the Village desires to certify the results of the general municipal election,
26 and to administer the oath of office to the newly elected Commissioners; and,
27

28 WHEREAS, pursuant to the Village Charter, Section 5.02(J), the term of office of any
29 elected official is to commence within ten (10) days from date of election; and,
30

31 WHEREAS, the Village Charter provides that the Village Manager is to select the date
32 and time of the swearing in, based on availability of the new Commission members; and,
33

34 WHEREAS, to expedite the process and to ensure compliance with both State Election
35 laws and the Village Charter, the Village Commission desires to provide guidance to the Village
36 Manager in selecting the date for the special commission meeting; and,
37

38 WHEREAS, a special commission meeting is to be held on December 9, 2011, which is
39 the Friday immediately following the Village election on December 6th in order to: 1. certify
40 the results of the election through a resolution, and 2. administer the oath of office to the newly
41 elected commissioners; and,
42

43 WHEREAS, directly after the Special Commission meeting the Village Commission
44 desires to hold a workshop to educate and provide an orientation to all elected officials as it
45 relates to sunshine law, public records, and ethics requirements for elected officials; and,

1
2 WHEREAS, the filing of the Oath of Office, pursuant to 876.05, Florida Statutes, is
3 required prior to an elected official actually may take office; and,
4

5 WHEREAS, public officials are subject to laws and requirements not applicable to the
6 electorate, and it would be prudent to advise the elected officials as to the requirements relating
7 to public meetings, public records, and the State and County Code of Ethics.
8

9 NOW, THEREFORE, be it resolved by the Commission of the Village of Biscayne Park,
10 Florida that:
11

12 **Section 1.** The Above whereas clauses are incorporated by reference.
13

14 **Section 2.** That a Special Commission meeting be held on December 9, 2011, at 6:30
15 p.m., which is the Friday immediately following the Village election on December 6th in order
16 to: 1. Certify the results of the election through a resolution, and 2. Administer the oath of office
17 to the newly elected Commissioners.
18

19 **Section 3.** That, directly after the special commission meeting the Village
20 Commission desires to hold a workshop to educate and provide an orientation to all elected
21 officials as it relates to sunshine law, public records, and ethics requirements for elected officials.
22

23 **Section 4.** This Resolution shall become effective upon adoption.
24

25 **PASSED AND ADOPTED this ____ day of November, 2011.**

The foregoing resolution upon being
put to a vote, the vote was as follows:

26
27
28
29 _____
30 **Roxanna Ross, Mayor**

Mayor Ross: _____
Vice Mayor Anderson: _____
Commissioner Bernard: _____
Commission Childress: _____
Commissioner Cooper: _____

31
32 **Attest:**

33
34
35 _____
36 **Maria C. Camara, Village Clerk**
37

38 **Approved as to form:**

39
40 _____
41 **Village Attorney**



Date: **July 22, 2011**
To: **Clerk Maria Camara**
From: **Commissioner Steve Bernard**
Re: **August Agenda Item – Manager Allegations**

REQUEST:

A DISCUSSION OF: Investigation into allegations regarding the Village Manager

BACKGROUND AND ANALYSIS:

A letter was emailed to the Village Commission on July 20, 2011 from a former Department Head that alleges improprieties by the Village Manager (see attached email and letter).

In order to determine if these allegations are accurate, and prior to the proposed investigation by the Village Attorney, the Village Commission should formally authorize the maximum cost for any investigation

In addition, and as in a previous investigation, the Commission should approve using an outside Attorney so as to maintain the appearance of independence from any Village politics.

FISCAL/BUDGETARY IMPACT:

Costs – to be determined

RECOMMENDATION:

Direct the Village Attorney to establish maximum cost and hire an outside investigator to investigate the written allegations of a former Department Head

Village of Biscayne Park - Agenda

From: mike arciola <mike.arciola@att.net>

To: rross@biscayneparkfl.gov; banderson@biscayneparkfl.gov; sbernard@biscayneparkfl.gov; achildress@biscayneparkfl.gov; bcooper@biscayneparkfl.gov

Sent: Wed, July 20, 2011 7:56:10 PM

Subject: Settlement Offer

Attached is a letter detailing some events that took place during my tenure as Finance Director. I am only seeking what I was entitled to receive based upon my acceptance of an employment offer presented by the Village Manager. This offer was a starting salary of \$ 40,000 and a raise to \$ 50,000 on October 1, 2010.

The letter is written to show the commission that the Manager is a devious, calculating and untruthful individual who I believe is not qualified to manage a municipality. Just look back and see how many times she has blamed other individuals for the problems that she was should have been managing. Sure someone in Finance did not do the bank reconciliations but the Village Manager should have made sure they were done. It is like Obama blaming Bush. When does Ms. Garcia become responsible for what goes on in the Village.

Michael R. Arciola

5304 Crystal Anne Drive
West Palm Beach, FL 33417
(561) 312-9150

July 20, 2011

Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

Mayor Roxanna Ross and Honorable Commissioners:

I am writing to you out of frustration and desire that the truth about your Village Manager, Ana Garcia be known. As you all probably know, I resigned after one year of employment due to the fact that the Village Manager did not honor her employment commitment to me, which was a raise of \$ 10,000 on October 1, 2010. It is time that her true nature is exposed so that everyone knows how devious, calculating and untruthful she really is in her handling of the Village business. The following events are factual, a matter of record and can be proven:

1. Prior to me being hired by the Village, the Manager and I discussed salary. I wanted \$ 52,000 per year and she in her convincing manner about the Village finances and budget uncertainty, offered me \$ 40,000 with a promise to increase my salary to \$ 50,000 on October 1, 2010. I accepted that offer and became employed by the Village.
2. I faithfully worked hard to catch up all the work that was left undone for the past six months. Why the Manager allowed the financial transactions to fall so far behind before taking action is beyond my comprehension but I brought the accounting up to date with the exception of the General Fund activity. The absence of proper supervision and oversight by the Manager was the primary reason for most of the problems encountered by the Village. As the Chief Administrative Officer of the Village it is her responsibility to make sure all operations are functioning properly. She of course blamed everyone else except herself.

Village of Biscayne Park - Agenda

3. I began the preparation of the Budget for fiscal year 2010-2011 and in that budget I placed my \$ 10,000 salary increase and a \$ 10,000 salary increase for the Village Clerk because we were both suppose to receive increases. When this was presented to the Manager she instructed me to take the increases out of the department budgets and place the money in the "Contingency Account". This of course was not the proper way to handle this item but I followed instructions. What happened next was she boasted that this budget was the first budget to contain a "Contingency" amount and that money would be used to cover the Union Bargaining Unit settlement when the new contracts were ratified. Never did she tell the Commission that the "Contingency" account contained over \$ 20,000 for raises for the Finance Director or Village Clerk. She kept that a secret, another devious method of accomplishing what she wanted to do. I have a copy of the proposed budget showing the additional \$ 10,000 in the Finance Director's salary and the Village Clerk's salary. It was shortly after this deception that the Manager gave control of the budget process to the Village Clerk and I only participated when the Manager thought it was convenient.
4. The budget eventually passed with the salary increases in the Contingency account. When October 1, 2010 came I asked the Manager about my increase and she told me that she wanted to wait until the two union contracts were finalized and then we would take care of all the increases at one time. Then she would make my salary increase retroactive to October 1, 2010. I bought that statement, hook, line and sinker. Well November came and went and so did December, January, 2011, February, March, April and May brought about the same excuses by the Manager and still no salary increase as she agreed to when she hired me in May, 2010.
5. By this time (May 2011), I realized that she was never going to give me that pay raise, she would use her same lies and method of operation to deceive the Commission and get what she wants to make herself look good. She knew I was frustrated after waiting eight (8) months for an agreed upon salary increase and she probably guessed that I would leave the Village. Her plan then would be to bring in an outside consultant who would save the Village money because he/she would be paid less that what my salary and benefits would have been and she would also save the money that was in the Contingency Account. She again would use the excuse that the turnover of personnel in the finance department caused the problem but all alone it was her bad management.
6. Part of the reason I resigned was due to the fact that the Village Manager told so many lies and used manipulation whenever it was convenient that I just could not continue to work for such a devious person. I will give you a few examples:
 - A. The manager would boast about internal controls she put in place to make sure the departments stay within budget. The method used was a purchase requisition that needed to be signed off by the Finance Department and the Manager. While the departments followed this process, the Manager did not. She would routinely order items from vendors without any budgetary approval. But she would tell the Commission we have a process in place to control costs.
 - B. She manipulated salaries in the Police Department in order to provide a better benefit to the police staff sometime in the future. Even though I was the Finance Director, I was completely left out of the union negotiations. When given a copy of the proposed contract I objected to several items because they would be too costly for the Village. This of course fell on deaf ears. I believe that the new contract was really the result of the salary adjustments (decreases) made earlier in the year, a practice that usually does not happen after a budget is adopted. No matter how hard I tried to keep the contract within financial control I was fighting a losing battle. I opposed a three (3) year contract and take home vehicles, both were in the proposed contract. I had become a perceived adversary of the Manager so I had to go.
 - C. Other matters that I tried to straighten out involved an employee who was not paying the proper amount for health insurance family coverage and was actually paying for a coverage that he did not have. I brought this to the attention of the Manager and the Clerk who handled the benefits administration and she (the clerk) just ignored the situation stating that the Manager felt this was a fair practice because of the troubles this person was having. This is technically a violation of the Union Contract.

Village of Biscayne Park - Agenda

D. The Manager criticized some of the Commissioners for being "micro managers" but she herself was guilty of this. The Finance Clerk is a good example of this. The current Finance Clerk was hired on a part time basis. I believed that the Village needed someone a little stronger in accounting and I told the Manager and Clerk that myself. One day when reviewing the payroll reports, I saw that the Finance Clerk had worked 80 hours for the two week period. When I inquired about this I was told that the Manager made the Finance Clerk a full time employee without consulting me. Micro management at its best.

E. The Manager is doing something that I do not endorse in any way, shape or form. I believe it may border on extortion i.e. a "pay to play" type of atmosphere. The Village staff is actively talking to vendors about "donations" to the Village. The Finance Clerk mentioned to me that she made telephone calls to vendors soliciting "donations". I do not encourage calling vendors for financial donations, I believe in passive support of Village activities not direct contributions of money. If money were to be contributed, it would be because the vendor wanted to support the function not because a Finance Department Clerk telephoned them about a "donation". Several "donations" have been received from Village vendors who probably would not have contributed if the telephone calls were not made. In my opinion, strong-arming vendors is not the proper way for governments to do business.

This letter was written because the Village Manager lied to me and because of these lies has virtually disrupted my life. The previous Finance Clerk also wrote about Ms. Garcia's management methods. Now you have another letter detailing improprieties and poor management. When Ms. Garcia talked to me she was always so sincere, so committed to the "team effort". She has a natural ability to get people to believe her and I believed her but her actions proved the opposite. Now I am unemployed and the Village Management somehow convinced the Unemployment Office that it was my fault not the Village who erred. I will be appealing the unemployment decision and will pursue legal action in obtaining what was agreed upon during my hiring process, a \$ 10,000 raise in pay retroactive to October 1, 2010. It is time in my opinion, that Ana Garcia be exposed as the lying, devious and manipulative individual that she is.

I would prefer not to do this in a court of law, it will not benefit the Village or myself, but if I have to I will. This can all go away if the Village agrees to the following:

1. Do not oppose my unemployment appeal, thus allowing me to receive unemployment benefits.
2. Implement the agreed upon \$ 10,000 salary increase retroactive to October 1, 2010 and adjust my final wage payout accordingly (approximately \$ 7,500).

I am confident that once we get into a court of law and I get depositions of all the individuals involved including Commissioners, I will prevail and the Village will lose more than the cost of the unemployment benefits and back wages. I would like to settle this matter before legal proceedings begin.

Sincerely,

Michael Arciola



Village of Biscayne Park

640 NE 114th Street
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Roxanna Ross
Mayor

Robert "Bob" Anderson
Vice Mayor

Steve Bernard
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana M. Garcia
Village Manager

John J. Hearn
Village Attorney

Maria C. Camara
Village Clerk

September 23, 2011

To: Mayor Roxanna Ross
Vice Mayor Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

This letter is submitted to the Mayor and Commissioners, residents and staff of the Village of Biscayne Park and is in response to former Finance Director Michael Arciola's letter dated July 20, 2011 that was sent to the entire Commission. Upon the advice of the Village Attorney's office, I did not immediately prepare a response due to Mr. Arciola's threat of litigation. However, since his letter has been published on the agenda for some time, I believe it is appropriate for me to address the self-serving and derogatory letter. In short, Mr. Arciola was looking for the Village Commission to interfere with the unemployment appeal process and to unduly influence the Commission so that he could receive unemployment benefits, despite having voluntarily resigned his position.

Mr. Arciola, the Village's former Finance Director, voluntarily resigned from his position as Finance Director in May of 2011 and soon thereafter applied for unemployment compensation, a claim that the Village of Biscayne Park contested, with the recommendation and approval of our Village Attorney. Mr. Arciola's claim was denied by the State, and thereafter, he filed an appeal and was hoping the Commission would improperly intervene in the process. This can be clearly seen by his three-page letter dated July 20, 2011, sent to the entire Commission via e-mail. Not only did he threaten litigation against the Village, but his allegations called me "*devious, calculating and untruthful*". He also alleges in the cover e-mail that "*the Manger blames other individuals for the problems that she should have been managing*". Mr. Arciola provides no support for these statements, and his accusations cannot be further from the truth. I will convey to you here the simple facts in this rebuttal to his accusations, point by point.

Point No. 1: Mr. Arciola signed a letter of employment on May 22, 2010 (exhibit A) accepting a salary of \$40,000 plus benefits (retirement, medical insurance, etc.). The offer made to Mr. Arciola, which was accepted by Mr. Arciola, was for \$40,000 and he signed for and accepted that salary.

Thereafter, I discussed with him that I would recommend to the Commission a salary adjustment for him and other employees for the new fiscal year (October 2010). Clearly, of all the Village employees, the Finance Director should be aware that without the budget allocation, the Village Manager cannot issue any salary adjustments. The initial budget presented to the Commission reflected the proposed salary increases. However, at the first budget workshop for the fiscal year 2010-2011, there was consensus from the Commission to have all raises and/or salary adjustments be put in the Contingency line item. Any use of the Contingency line item would require Commission approval. Mr. Arciola, as the Finance Director, was present not only for this workshop, but also for the second budget workshop and two (2) budget hearings. Mr. Arciola was fully aware of the budget proceedings and obviously participated in the development of the budget. The approved fiscal year 2010-2011 Budget described the Contingency line item as: *"Union contracts, employee contracts, salary adjustments, and any unforeseen expenses."* Mr. Arciola was aware of the Commission action, attended the hearings and never raised a concern or objection to the Commission action as it relates to the Contingency line item and the decision to place all salary adjustments in that line item.

At the commencement of the new fiscal year Mr. Arciola asked me when he would get the proposed raise that had been contemplated in the budget. I advised him that as soon as the Village had completed our negotiations with both The Painters Allied Trade Union and the PBA, I would then address the salary raises that were placed in the Contingency line item. The union contracts were not approved by the Commission until June 2011.

Point No. 2: As the Commission is aware, Mr. Arciola was hired when the prior Finance Director, Holly Hugdahl, had terminated her contractual position with the Village. Since there was a gap of approximately four months without a Finance Director, and in order to provide assistance to Mr. Arciola, in June of 2010 I had reached out to Ms. Hugdahl to possibly provide that assistance (see exhibit B). Mr. Arciola rejected the assistance and states, *"While it is nice that Holly is willing to assist and is concerned, but what she left behind is a mess and I usually do not reach out to individuals that are not capable of doing what they were hired to do."*

Following the adoption of the 2010-11 Budget in September 2010, Mr. Arciola provided regular monthly financial reports, never reported any deficiencies or incomplete work, and never complained about the department. In March of 2011, Mr. Arciola met with our auditing firm and discussed the process for the commencement of the audit for fiscal year 2009-10. It has now come to light that after he left in May 2011, the majority of the tasks required to have been started for the audit had not been done. Additionally, there is evidence that Mr. Arciola was using his time at work for personal reasons. On March 31, 2011, the City Manager for Lake Worth communicated with me via e-mail regarding Mr. Arciola (see exhibit C) and stated, *"Ms. Garcia: Our City of Lake Worth Finance Director Steve Carr has advised me that his office is getting email demands by your*

Finance Director Michael Arciola concerning financial records regarding the lay-off of his wife in the Public Service Department here in Lake Worth. These e-mails are of a personal nature and being sent on your City e-mail system, on city time and being copied to each of my City Commissioners.” In an e-mail dated March 31, 2011, that Mr. Arciola sent to the Lake Worth Commission and City Manager, he wrote, “Please be advised that today is MARCH 31, 2011 THIRTY-ONE days after the close of February. I want a report that should be ready within a week after the close of a month. It is a report that can be printed out any day of the week. Something is very wrong here, it almost sounds like an Enron scenario... do I smell something cooking? As I stated in my original memo today, if I do not have the reports (corrected or not corrected) I requested by Wednesday I will be filing a complaint with the State of Florida.”

It is clear that Mr. Arciola’s accusations, demands and threats to Lake Worth are consistent with his actions now with the Village in issuing this letter to the Commission. Moreover, it is clear that Mr. Arciola was improperly dealing with personal issues, rather than focusing on the priorities of the Village.

Point No. 3: In the first draft of the fiscal year 2011-10 budget, the salary proposed for the Finance Director was \$45,000 and the salary for the Village Clerk was \$44,000 (see exhibit D). After that first workshop, the consensus from the Village Commission was to have all raises and/or salary adjustments be put in the contingency line item. As explained in point no. 1, salary adjustments were included in the description for the Contingency line item in the 2010-11 Budget. Each subsequent draft of the 2010-11 Budget and the final adopted budget confirm that this direction was followed (see exhibits E and F). The statement made by Mr. Arciola in his letter that “over \$20,000 for raises for the Finance Director or Village Clerk were kept a secret” by me is completely untrue, as well as the figures that he is quoting in his unfounded accusations.

The “control of the budget process” was never given to the Village Clerk. Rather the Village Clerk took over the responsibility of creating the budget documents which included updating the multiple spreadsheets and creating the various budget drafts. This assistance to Mr. Arciola provided him the necessary time to allow him to focus on bringing the accounting up to date because of the so called “mess” he referred to in point no. 2. Mr. Arciola was the one who blamed others while I, as my team can attest to, refer to problems as challenges and together we have and will continue to work towards solutions.

Point No. 4: When a salary adjustment was discussed with Mr. Arciola, it was clearly communicated to him that the first priority was to finalize the negotiation and approval of the two union contracts. Without knowing what the impact of the union contract would be to the contingency line item, the salary adjustments could only be considered after. While each of these contracts was due for renewal in October 2010, the Painters & Allied Trade Union contract was finalized in April 2011 and the PBA contract was finalized in June 2011.

Point No. 5: On May 21, 2011, Mr. Arciola submitted a letter of resignation to our Village, abandoning his position of Finance Director in the most critical time of the year for our Village (the audit for fiscal year 2009-10 had not yet been completed, and the 2011-2012 budget was in its early stages). The newly adopted budget for

fiscal year 2011-12 is a testament to my commitment to our personnel, with several well deserved salary adjustments and promotions, and with additional monies designated for employee training and development. This year with Commission support, all Village employees participate in a fully paid insurance program. Additionally, in the first quarter of my tenure as Manager, I went to Commission to insure our general employees receive an additional Federal holiday, President's Day. It is a proven fact that as Village Manager I have been an advocate for all Village departments and the individuals who serve our Village.

When Mr. Arciola resigned from the Village, we immediately posted the open position and began the procedure to fill the position. Ultimately, the candidate selected was hired as an independent contractor. It was a decision that worked for the candidate and for the Village as it decreased the Village's costs as it relates to benefits. The Village Commission approved that decision in September 2011.

As Mr. Arciola implies bad management and untruthfulness, it is important for the Commission to see what Mr. Arciola stated during his employment. The following are direct quotes from Mr. Arciola via e-mail messages during his employment (exhibits G, H and I):

- Sent Friday, July 16, 2010, from his personal email on his day off, and I quote, *"When I read this, I thought of you and how much you care about the people you manage in the Village"*. Mr. Arciola always expressed satisfaction and appreciation regarding the way I dealt with him and the entire Village team from a professional and personal perspective.
- Sent Thursday, September 2, 2011, Mr. Arciola sends a very touching story, *"His eye is on the sparrow and I know he watches"*, with an uplifting message. Mr. Arciola states in his message to me, *"Maybe we should send this to the Commissioners so they realize how precious life is."*
- Sent Tuesday, January 10, 2011, Mr. Arciola asked me to assist him answering a survey on leadership for a class he was attending. In capital letters he responds *"GREAT ANSWERS"*.

I was always there for Mr. Arciola to listen and provide support, not just professionally, but many a time when he needed to discuss personal matters with me. This is evident by the facts I have provided. Clearly Mr. Arciola's change in tune is due to his desire to extract concessions from the Commission, as is made clear in the last paragraph of his letter.

Point No. 6A: Mr. Arciola claims that I did not follow the requisition process. Ironically, I created the requisition process and put it in place. As a result, any purchase, whether it is for an item already budgeted or not, must be approved by the department director, Finance Director and finally by the Village Manager. For the record, in the last two years I have ordered one desk and one chair for my office, an expenditure totaling under \$250. As such, the requisition went to me and then sent to Finance to issue the payment. That was the extent of my purchases.

Point No. 6B: Mr. Arciola was not a part of the negotiations relating to the police union contract which were led by the Village Attorney, John Hearn, Chief Glansberg and I. Nevertheless, Mr. Arciola believed that the Village should outsource to Miami Dade County for police services, a statement he made without any backup details or analysis. Mr. Arciola did provide the negotiation team with the cost analysis for the provisions of the PBA contract which included an annual bonus and a take home vehicle policy. Mr. Arciola, despite having the analysis, did not agree with the Chief and I on what was ultimately proposed and unanimously approved by the Commission. Simply because Mr. Arciola did not agree with the decision of the team or Commission, does not make the decision bad, devious, calculating or untruthful.

I couldn't be more proud of the re-structuring of the Police Department which includes the elimination of the Lieutenant and Sergeant positions and the creation of the three Commander positions. These Management decisions are saving the Village of Biscayne Park over \$150,000 in the Police budget for fiscal year 2011-12, while still maintaining the police services expected by our residents.

Point No. 6C: On this point, Mr. Arciola's entire allegation is unsubstantiated. In May 2010, the Village Commission unanimously approved the selection of United Health Care and Neighborhood Health Partnership as the insurance providers for the employee health benefits. At the May 24, 2010 Special Commission meeting, the Village Clerk provided a detailed power point presentation and explained that the monthly premiums for the employee only plan, employee/child plan and the employee/family plan would see a reduction. But the employee/spouse plan would see a 30% increase as there was only one employee choosing that plan. At that meeting where Mr. Arciola was in attendance, the Commission agreed that the Village would subsidize a portion of the increase to that one employee (see exhibit J). It was ten months later in March 2011 where Mr. Arciola first questioned the Clerk as to why this one employee was not paying the full cost of the monthly premium. Not only was Mr. Arciola present during the special Commission meeting, but the decision of the Commission was re-explained to Mr. Arciola. The total amount that the Village subsidized for this employee was \$49.43 per pay period.

Point No. 6D: My decision to make the Finance Clerk full time was a management decision where I basically replaced a full time position with another full time position. Initially when hired in February 2011, the position was offered as part time, but we quickly realized that we needed the full time support. All decisions made are with much thought, good judgment and certainly within my authority as Village Manager.

Point No. 6E: Mr. Arciola makes an accusation of "pay to play" in regards to donations made to the Village. As the Village Commission is aware, I issued a letter to the business community requesting donations for the Sixth Avenue Landscaping project. I also reached out to residents and members of the former Civic Club, and always kept the Commission aware of these fund raising efforts. I personally contributed \$200 towards this worthy endeavor. There was no RFQ, RFP or bid pending. No threats were made to any vendors. No action was taken to be considered "pay to play". The Village adheres to Florida law, County laws, and the Village's procurement code and will continue to do so. I never directed

the Finance Clerk to ask vendors for contributions. These accusations are totally false as explained in a statement provided by Finance Clerk Wendy Hernandez (exhibit K).

Mr. Arciola also brings up the former Finance Clerk who resigned in April of 2010. That same individual sent me a beautiful Mother's Day message dated Sunday May 8, 2011, which was read by the Clerk and put on the record at the September 20, 2011 regular commission meeting. The message read, "*Happy Mother's Day. By nature you are a protecting mother to all your employees!*" I am humbled and flattered by her statements because caring and taking care of my employees is something I have always done in my career.

In closing, Mr. Arciola is attempting to extort ("*this can all go away...*") the Village Commission and demands that the Village not oppose his unemployment compensation appeal and to adjust his final payout to include the proposed salary increase of \$10,000. It is evident that as your Village Manager, I have had the best interest of our residents and staff, not merely in words but in deeds and actions. I will continue to lead our team with clear communications and expectations based on the commitment we have made to the Village of Biscayne Park.

village clerk

Subject: FW: Agenda Item Request Form.doc

From: Bryan Cooper [mailto:bryancooper7@yahoo.com]
Sent: Sunday, January 23, 2011 9:29 PM
To: villageclerk@biscayneparkfl.gov; bcooper@biscayneparkfl.gov
Cc: agarcia@biscayneparkfl.gov; John Hearn; attyhearn@aol.com
Subject: Re: Agenda Item Request Form.doc

Date: (Please refer to the email sent when this was first placed on the agenda in Dec. of 2010).**To:** Clerk; Manager, for inclusion on agenda**From:** Bryan Cooper**Re:** Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission.

Background Analysis: In the past year, there have been times that the agenda with backup was not presented to Commissioners for review until shortly before the date of the Commission meeting. It would be helpful if the Clerk, upon closing the deadline for submission of new agenda items from Commissioners, compiled a simple bullet list of clear, understandable titles of all new agenda items and forward them by email to Commissioners.

Fiscal/Budgetary Impact: None; a few minutes of the Clerks time to send a brief summary. This will foster a higher degree of transparency and hopefully collegiality, by allowing all Commissioners to see a week in advance the other items set to be brought forth by their colleagues.

Recommendation: Ask Manager to direct the Clerk to provide this list to the Commission following the deadline for submission of new agenda items.

From: village clerk <villageclerk@biscayneparkfl.gov>
To: bcooper@biscayneparkfl.gov
Cc: agarcia@biscayneparkfl.gov
Sent: Thu, January 20, 2011 6:34:56 PM
Subject: Agenda Item Request Form.doc

Commissioner Cooper:

>From the last commission meeting on January 11th, two of your agenda items that were not heard are being moved to the next meeting on February 1, 2011. They are:

12.a Commissioner Cooper: New police department procedures vs. continuing crime waves in the Village.

12.b Commissioner Cooper: Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission.

To be consistent with all other agenda item requests, please fill out the attached Agenda Item Request form, one for each of these agenda items, and

10/13/2011

village clerk

From: Bryan Cooper [bryancooper7@yahoo.com]
Sent: Friday, January 28, 2011 9:24 PM
To: villagemanager@biscayneparkfl.gov
Cc: Village clerk; Archives
Subject: Re: badges; agenda item for March meeting

Ms. Garcia:

Per you question below....I do not have (and would never accept) a badge.

Please place the below on the agenda for the March meeting. I have no backup documentation; nor is there a cost analysis.

Date: January 28, 2011

To: Clerk; Manager

From: Bryan Cooper

Re: Police-style badges given to Commissioners

Background Analysis: None.

Fiscal/Budgetary Impact: None.

Recommendation: None at this time; To be discussed before the full Commission.

Bryan Cooper

From: Ana M. Garcia <villagemanager@biscayneparkfl.gov>
To: Rox Ross <rox@roxross.com>; Steve Bernard <steve@stevebernardarchitect.com>; Commissioner Bob Anderson <banderson@biscayneparkfl.gov>; Al Childress <albertchildress@yahoo.com>; Bryan Cooper <bryancooper7@yahoo.com>
Cc: Village clerk <villageclerk@biscayneparkfl.gov>; Archives <vobparchives@biscayneparkfl.gov>
Sent: Fri, January 28, 2011 5:06:12 PM
Subject: badges

Good afternoon all, Tom from the herald called me as he is doing a story on North Miami and badges for officials. How many of you have badges? This varies from City to City. If you have already answered this please disregard. Thank you.

Ana M. Garcia, CPRP
 Village Manager
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 Fax. 305.891.7241
agarcia@biscayneparkfl.gov

10/13/2011

PLANNING & ZONING

Meets the 1st and 3rd Monday at 6:30PM

	Member	Appointed By	Comment
1	Gage Hartung	Childress	
2	Barbara Watts	Cooper	
3	Andrew Olis	Bernard	
4	Doug Tannehill	Ross	
5	Elizabeth Hornbuckle	Anderson	
6	Mario Rumiano		< Alternate >
7	Carl Bickel		< Alternate >
	<i>Fred Jonas</i>	<i>Ross</i>	<i>Resigned.</i>

Code Enforcement

Meets the 3rd Tuesday at 7:00PM

1	Harvey Bilt	Anderson	
2	Dale Blanton	Bernard	
3	David Coviello	Childress	
4	Carmen DiBernardi	Ross	
5	Linda Dillon	Cooper	
6	Milt Hunter	Anderson	< Alternate >
	<i>Kelli Romano</i>	<i>Anderson</i>	<i>Resigned. (previous alternate)</i>
	<i>Dario Salazar</i>	<i>Cooper</i>	
	<i>Victor Cannon</i>	<i>Cooper</i>	<i>Resigned.</i>
	<i>Ray Irizzary</i>	<i>Ross</i>	<i>Resigned.</i>

Code Review

As of Aug 2011: Meets the 1st and 3rd Wednesday of each month at 7:00PM

1	Gage Hartung	Auto from P&Z	
2	Andrew Olis	Auto from P&Z	
3	Gary Kuhl	Anderson	
4	Dale Blanton	Auto from Code Enf	
5	David Coviello	Auto from Code Enf	
6	Judi Hamelburg	Bernard	
7	Isaias Ortiz	Ross	
	<i>Kelli Romano</i>	<i>Auto from Code Enf</i>	<i>Resigned</i>
	<i>Carmen DiBernardi</i>	<i>Auto from Code Enf</i>	<i>Resigned, but remains on Code Enf.</i>
	<i>Ray Irizzary</i>	<i>Auto from Code Enf</i>	<i>Resigned</i>
	<i>Fred Jonas</i>	<i>Auto from P&Z</i>	<i>Resigned</i>
	<i>Harvey Bilt</i>	<i>Auto from Code Enf</i>	<i>Resigned, but remains on Code Enf.</i>
	<i>Milt Hunter</i>	<i>Auto from Code Enf</i>	<i>Resigned, but remains on Code Enf.</i>
	<i>Victor Cannon</i>	<i>Auto from Code Enf</i>	<i>Resigned</i>

Recreation Advisory Board

Meets the 2nd Wednesday at 6:30PM

1	James Murphy	Bernard	
2	John Holland	Cooper	<i>Notified of resignation on 8/18/2011</i>

3	Caitlin H. Spurr	Ross	
4	Grisette Marcos	Anderson	
5	Kelli Romano	Childress	
	<i>Rachel O'Conner</i>	<i>Childress</i>	<i>Resigned</i>
	<i>Helga Silva</i>	<i>Ross</i>	<i>Resigned</i>
	<i>Ron Gwynn</i>	<i>Anderson</i>	<i>Resigned</i>
	<i>Vicki Mallette O'Brien</i>	<i>Childress</i>	<i>Resigned.</i>

Parks & Parkway Advisory Board

Meets the 3rd Wednesday at 6:00PM

1	Dan Keys	Anderson	
2	Barbara Kuhl	Childress	
3	Randy Wagoner	Ross	
4	John Zoeller	Bernard	
5	Daniel Samaria	Cooper	
6	Lynn Fisher		< Alternate >
7	Mary Ann Jones		< Alternate >
	<i>David Tunnel</i>	<i>Cooper</i>	<i>Resigned.</i>
	<i>Anne Marie Jonckheer</i>	<i>Bernard</i>	<i>Resigned.</i>
	<i>Barbara Kiers</i>	<i>Cooper</i>	<i>Resigned.</i>
	<i>Jane Ansley</i>		<i>Resigned. (Alternate)</i>

Ecology Board

Meets the 3rd Thursday at 6:30PM

1	Karen Cohen	Anderson	
2	Matt Davis	Bernard	
3	Art Pyle	Childress	
4	Tom Pliske	Cooper	
5	Tracy Truppman	Ross	
6	Linda Carrington		< Alternate >
	<i>Victor Romano</i>	<i>Anderson</i>	
	<i>Linda Domin</i>		<i>Will participate on special projects only.</i>